



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, May 7, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items *[at the discretion of the Chair]*.

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Susie Cornelius		Duke Keene ^{Permit} Insurance
2	Beverly J. Homan		fire hydrants
3	Bozo Richards		Base
4	Randy Gidyczal	✓	
5	Tom Markovitch	✓	
6	JOE JONES		General
7	RIGHT ISEAR	✓	GENERAL (TAXES)
8	Lyn morrey?		✓
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

Dear Taxpayers of Oconee County,

ARE YOU FED UP WITH HOW YOUR HARD-EARNED MONEY THAT YOU HAVE PAID INTO THE COUNTY GOVERNMENT HAS BEEN USED? DO YOU THINK OUR ELECTED OFFICIALS HAVE USED OUR MONEY WISELY IN LAND SPECULATIONS, ECONOMIC DEVELOPMENT, AND A \$17 MILLION BOND FOR A JAIL THAT WE HAVEN'T EVEN PURCHASED ONE SINGLE BRICK FOR BUT YET WE'VE PAID FOR CONSULTANTS, ARCHITECTS, AND LAWYERS WHILE TRYING TO NEGOTIATE WITH THE CITY OF WALHALLA AND SURROUNDING RESIDENTS FOR A ZONING VARIANCE?

WHERE DID OUR MONEY GO?

1. **\$2.5 MILLION FOR PURCHASE OF 415 ACRES FOR ECHO HILLS**
2. **\$2.4 MILLION TO PREP TWO SPOTS FOR MANUFACTURING PROSPECTS AT ECHO HILLS**
3. **\$2.4 MILLION FOR PURCHASE OF 397 ACRES FOR GOLDEN CORNER COMMERCE PARK**
4. **UP TO \$8 MILLION FOR SEWER INFRASTRUCTURE FOR GOLDEN CORNER COMMERCE PARK**
5. **\$3.5 MILLION "GIVEAWAY" TO A PRIVATE DEVELOPER TO BUILD POINTE WEST AND AT A LATER DATE THE DEVELOPER TOLD COUNCIL THAT IT WAS DIFFICULT TO FINANCE AND A CHANGING MARKET SO THE DEVELOPER'S PLANS WERE CHANGED**
6. **\$1 MILLION GIVEAWAY TO CITY OF SENECA TO BUILD A MOTEL**
7. **THE GIVEAWAY OF THE OLD COURTHOUSE TO A PRIVATE DEVELOPER FOR THE SUM OF TEN DOLLARS**
8. **\$500,000 GRANT TO THE COURTHOUSE DEVELOPER WITH THE CONDITION THAT \$150,000 IS TO BE PAID BACK TO THE COUNTY**
9. **\$112,000 FOR A 24 ACRE PARCEL ACROSS THE ROAD FROM THE COUNTY'S PINE STREET COMPLEX TO BUILD A NEW JAIL BUT AFTERWARD IT WAS DISCOVERED THE PROPERTY WAS UNSUITABLE TO BUILD A JAIL ON**
10. **\$60,000 FOR PURCHASING THE YASSEN PROPERTY NEXT TO THE LAW ENFORCEMENT CENTER FOR ADDITIONAL JAIL SPACE**

**OCONEE COUNTY COUNCIL
GAX TAX PRESENTATION**

MAY 7, 2013

The Greenville News

A GANNETT COMPANY

SUNDAY,
MARCH 10, 2013
GREENVILLEONLINE.COM

UPSTATE

Plan to make schools chief an appointed position moves forward, 1B

FIRST EDITION

STRINGER FORGES ON WITH GAS TAX

Despite strong opposition to plan, state lawmaker says increase needed

By Tim Smith
Staff writer
tmsmith@greenvilleonline.com

COLUMBIA — The Facebook and Twitter posts were unforgiving for Rep. Tommy Stringer of Greenville.

Just hours before, Stringer had proposed legislation to raise the state's gas tax by a nickel and also to index it to inflation for the future.

"Idiot," posted one visitor to the GreenvilleOnline.com Facebook page. "Is he nuts?" asked another.

"First he's crazy, but then again these guys with full pockets never understand how hard it is for the regular people that can't afford \$4.49 now," posted Teresa Mullenix Simpkins.

"So we have to make a choice: do I get gas to go to work or do I buy groceries, meds or put off paying another bill. I've robbed Peter to pay Paul for so long. We need someone that really understands this and quit trying to pick our pockets for every dime!"

A Columbia political blogger even challenged Stringer to debate the issue,



Rep. Tommy Stringer

vowing to "wipe the floor" with him.

But there was also this: "Appreciate Tommy's courage," posted Les Gardner. "What's been proposed by others so far falls far short of the reality of what is needed."

A little more than a week later, Stringer says most of the feedback he has received

A BUSINESS COALITION HAS ASKED LAWMAKERS FOR \$6 BILLION OVER 10 YEARS. STRINGER'S BILL WOULD INITIALLY RAISE ABOUT \$167 MILLION AND THEN TRIGGER AN INCREASE IF THE RATE OF INFLATION GOES UP, AS REFLECTED IN THE CONSUMER PRICE INDEX.

See TAX, Page 3A

GREENVILLE NEWS 03/10/2013

VOICES

THE GREENVILLE NEWS EDITORIAL

Roads are reaching crisis point

South Carolina is reaching a crisis point in the condition and upkeep of its roads and highways, and decisions need to be made soon — this year would be best — on ways to find the additional funding that will be needed to bring those roads up to the condition this state needs and deserves.

Problem is, there seems to be little will in the Legislature to act quickly. House Republicans are unwilling to even designate infrastructure needs as a critical issue until a solution is before them, according to a recent report in *The Greenville News*.

"To announce it's a problem and we don't know what to do yet and have that be an agenda item



MAKING YOUR VOICE HEARD

to some of the most needy projects if it is managed in an effective way. But it's not free of baggage, either.

Several issues would need to be addressed before the DOT should be given additional responsibilities — chief among them is that a DOT reform plan that was implemented in 2007 has not completely fixed the problems with that dysfunctional agency. That reform was supposed to remove the politics and subjectivity from the DOT board's ranking of projects that would get state funding. Yet

source for highway projects. South Carolina's highway, road and bridge needs are acute. State highway engineers give the system a failing grade and it consistently is ranked among the most dangerous road systems in the United States.

The Infrastructure Bank was set up to meet the very expensive transportation needs of South Carolina's large urban areas that often didn't get the improvements needed to help drive economic development. The money has, therefore, been distributed over a relatively small number of counties. Even though Greenville County is among those that have received the most, it hasn't gotten any

With revenue falling, is it time to tweak gas taxes?

Drivers like good roads, but not paying for them

Larry Copeland

@ByLarryCopeland
USA TODAY

A great tax debate is breaking out in state capitals from Vermont to Texas: How do we maintain and expand our vital-but-aging networks of roads, bridges and urban transit systems?

For nearly a century, the nation has funded projects primarily with revenue from gasoline taxes. But the gasoline tax has lost value over the past decade. Changes in fuel-saving automotive technology and driving habits are resulting in less revenue to repair crumbling bridges, repave highways or upgrade buses and trains.

During the same time, many states have been loath to raise the tax. Sixteen states haven't raised gasoline



JUSTIN SULLIVAN, GETTY IMAGES

Crews work on a Highway 101 overpass last March in Novato, Calif. Gas taxes have long been used to fund such projects, but increased fuel economy and decreases in the number of miles driven have cut revenue.

GAS TAXES OUT OF GAS

Many states haven't raised their taxes on gasoline in years. Here, by state, are the total state taxes on a gallon of gasoline and the number of years since the last tax increase:

State	Total state taxes	Years since hike
Alabama	20.9 cents	20
Alaska	8.0 cents	42
Arizona	19.0 cents	22
Arkansas	21.8 cents	11
California	48.7 cents	0
Colorado	22.0 cents	21
Connecticut	45.0 cents	0
Delaware	23.0 cents	17
District of Columbia	23.5 cents	3
Florida	35.5 cents	0
Georgia	28.5 cents	1
Hawaii	47.1 cents	1
Idaho	25.0 cents	16
Illinois	39.1 cents	1
Indiana	38.0 cents	1
Iowa	22.0 cents	23
Kansas	25.0 cents	9
Kentucky	29.9 cents	0
Louisiana	20.0 cents	22
Maine	31.5 cents	1
Maryland	23.5 cents	20
Massachusetts	23.5 cents	21
Michigan	38.7 cents	1
Minnesota	28.6 cents	0
Mississippi	18.8 cents	0
Missouri	17.3 cents	16

Montana	27.8 cents	18
Nebraska	27.2 cents	2
Nevada	33.1 cents	20
New Hampshire	19.6 cents	21
New Jersey	14.5 cents	21
New Mexico	18.9 cents	19
New York	50.6 cents	0
North Carolina	37.8 cents	0
North Dakota	23.0 cents	7
Ohio	28.0 cents	7
Oklahoma	17.0 cents	25
Oregon	31.0 cents	1
Pennsylvania	32.3 cents	6
Rhode Island	33.0 cents	3
South Carolina	16.8 cents	23
South Dakota	24.0 cents	13
Tennessee	21.4 cents	23
Texas	20.0 cents	21
Utah	24.5 cents	15
Vermont	26.7 cents	0
Virginia	19.9 cents	25
Washington	37.5 cents	4
West Virginia	34.7 cents	0
Wisconsin	32.9 cents	6
Wyoming	14.0 cents	14

Sources: Institute on Taxation and Economic Policy; American Petroleum Institute

USA TODAY 01/25/2013

X

X

← 4TH LOWEST

X

GOP governor wants gas tax boost

By David Eggert
Associated Press

LANSING, Mich. — Michigan's venture capitalist-turned-governor, Rick Snyder, needed just five months in office to slash his state's business taxes.

Elected on the downside of the recession, he was among a crop of new Republican leaders eager to show they could boost their states' ailing economies with lower taxes.

But two years later, confronting one of the automobile-addicted state's most visible problems — crumbling roads — Snyder has roiled conservatives by calling for a major tax increase.

He has proposed boosting the gasoline tax from 19 cents to 33 cents a gallon and hiking car license plate fees by 60 percent, firmly grabbing what many politicians consider a third rail for consumers — gasoline prices.



ASSOCIATED PRESS FILE PHOTO

A motorist prepares to pump gasoline in Detroit in February. A coalition of business interests calls for higher taxes to fix Michigan's bad roads, as Gov. Rick Snyder's road funding plan gets little traction in the Legislature.

"This is common sense," he declared during his budget proposal. "We need to make this investment."

Although a break from the GOP's anti-tax ideology, Snyder's move shows a dicey willingness among some Republican officials to begin raising more revenue.

They are a distinct minority in the more than

two dozen states the party dominates. But those treading this path are governors facing difficulty delivering basic services, especially roads, with budgets that are strained and must be balanced.

They insist there are actually some taxes that government should rely on more — and that even Republicans can embrace.

In Virginia, GOP Gov. Bob McDonnell recently won approval for overhauling his state's highway maintenance system by raising diesel and retail sales taxes and creating a mechanism for a potential future gasoline tax hike. Pennsylvania Republican Gov. Tom Corbett has called for increasing a wholesale gasoline tax, with most or all of the increase passed to drivers.

Conservative economists disdain higher tax rates for siphoning off money they say would be available for economic activity. But gasoline taxes, some Republican officials say, are a lesser evil because the money traditionally doesn't wind up in general spending, but rather in building infrastructure, which helps boost economic development.

They also like the simple idea behind it. "It's a user fee," Snyder said.

S.C. House backs plan to use auto sales tax money for roads

By Kirk Brown
kirkbrown@independentmusk.com
854-260-1292

COLUMBIA— A plan to use sales tax money from the purchase of cars and trucks to pay for state road projects received strong support Wednesday in the South Carolina House of Representatives.

House members voted 106-5 for a bill that would set aside more than \$124 million during the next two years for fixing highways and bridges throughout South Carolina. The measure is one step away from moving to the state Senate.

"This bill dedicates the sales tax on cars to maintaining the roads these cars will use," House Speaker Bobby Harrell said after Wednesday's vote.

The proposed \$6.3 billion state budget that House

members will debate next month includes another \$60 million for repairing bridges.

Critics contend the sales tax measure and budget money won't come close to solving South Carolina's road woes. Transportation officials and business leaders want the state to spend billions during the next 10 to 20 years to fix deteriorating highways and bridges.

Before voting on the sales tax bill Wednesday, House members rebuffed an effort by Rep. B.R. Skelton to raise the state's gas tax by 10 cents a gallon. The Six Mile Republican said his proposal would eventually raise \$335 million per year while costing drivers only \$1 per week.

"If the decision on this amendment was the last thing you were ever going to do in your life, you would vote for it because you know it is the right

thing to do," Skelton told House members.

His amendment was rejected by a vote of 83-21. South Carolina's 16-cent per gallon gas tax, which is among the lowest in the nation, has remained unchanged since 1987.

Earlier Wednesday, House members endorsed another spending measure sponsored by Rep. Brian White of Anderson that county officials say would hamper their efforts to pave and maintain roads.

White's bill would allow the state to disregard a funding formula for providing aid to South Carolina counties, cities and towns.

Under terms of a 1991 law, local governments are supposed to split a pot of money equaling 4.5 percent of the state's general fund revenues for the previous year. State lawmakers have failed for the last five years

to honor this obligation. This trend would continue for two more years under White's bill.

White, a Republican who leads the House Ways and Means Committee, said suspending the funding formula will give lawmakers flexibility to address other priorities. His bill was approved on a party-line vote of 69-44.

Local governments would receive \$212 million in state aid for the second consecutive year as part of the budget that White's committee approved last week. That amount equates to 3.6 percent of last year's general fund revenues, according to the South Carolina Association of Counties.

If lawmakers followed the 1991 funding formula, Anderson County would receive an extra \$2.2 million in state aid next year and Oconee County would receive an additional \$673,000.

Officials in these counties said last week that they need those dollars to pay for road paving and maintenance.

During Wednesday's debate on his bill, White said county officials offer "a different argument for the money every year."

"It gets kind of humorous," he said.

Oconee County Council Chairman Joel Thrift was not amused by White's remarks.

"I don't see the humor," said Thrift, who complained that a lack of state aid and a growing number of unfunded mandates "are killing us."

Anderson County Council Chairman Francis Crowder expressed similar concerns. Citing costly stormwater rules as an example, he complained that state officials "keep adding things to our agenda that we have to do without giving us any more money."

VOICES

THE GREENVILLE NEWS EDITORIAL

Comprehensive roads bill needed

The General Assembly deserves credit at least for recognizing the seriousness of the state's highway-funding problem. What it needs, however, is a bit more focus on how to address that critical problem.

An array of bills has been proposed this legislative session to address the funding deficit. Problem is, none of them is comprehensive enough to address a problem that could require more than \$1 billion a year in addition of funding to fix.

The state road system is in generally poor condition. It's so bad that the state Transportation Secretary has said that his role right now is to manage the "decline of the state highway system." The needs are so acute that one state panel has determined it would cost \$29 billion over the next 20 years to get the roads to just an "average" rating.

It may be true that every little bit helps. However, without an incredible amount of money entering the system the state's road network as a whole will continue to decline even if the state DOT is able to improve some roads in the state. Coming up with a token amount of money that only addresses a narrow fraction of the road needs would be the equivalent of taking one step forward and two steps backward.

South Carolina has the fourth-highest total number of state-maintained highways in the country. It has one of the lowest gasoline taxes in the country — a tax that has not been raised in more than two decades. This state also has a history of inade-

quately funding some essential government functions, and many of our legislators have an obsession with cutting taxes, even at a time when the state needs to recover from significant budget cuts in the wake of the Great Recession. All together, it's a lethal combination for maintaining roads and highways that are essential to our state's economic development.

There are at least eight bills in the state Legislature right now that seek to bridge some of the funding gap, according to reports by *The Greenville News* and *The State* newspaper. The most aggressive of those bills calls for the state to divert 100 percent of automobile sales tax to road repairs. That would total \$100 million a year, less than one-tenth of what's needed. Another bill proposes borrowing \$500 million for road repairs, a third of what's needed in one year and less than 2 percent of the total road funding deficit.

Another proposal would transfer responsibility for some state-maintained roads to counties or municipalities. That makes sense in some instances, but on a large scale such a change would simply shift a burden and, ultimately, the same lack of resources would prevent the roads from being upgraded.

It would be shortsighted to adopt a piecemeal solution. It would be even more shortsighted to do nothing. What's important in this situation is that the Legislature think big. It's also important that politicians and state residents set aside ideological objections to such things as raising the gasoline tax and

imposing new transportation-related fees. The pain of a new tax increase would pale in comparison to the long-term damage that could be done to the state's economy if we allow the state road system to continue to crumble and fall apart.

Employers depend upon a reliable infrastructure to get employees to and from work and to get goods to market. Residents deserve to be safe when they travel, and they should not have to worry about their cars being damaged by substandard roads.

This state cannot quickly undo years of neglect, insufficient funding and, in some cases, fiscal mismanagement. However, lawmakers need to make sure they begin giving roads the attention they deserve. Adequate funding needs to be found to stop the bleeding and begin turning this situation around.

That solution likely will require that not just one of these bills be passed, but that lawmakers choose multiple options from a menu of solutions and then combine them into a comprehensive bill. For example, such a bill could include a combination of a higher gasoline tax, removal of the cap on automobile sales taxes with a redirection of such taxes going to road maintenance, and new fees for more fuel efficient vehicles.

Whatever the combination of ideas, only a comprehensive bill will put this state on the road to safer, well-maintained highways that will contribute to the prosperity of South Carolina, its businesses and its residents.

VOICES

South Carolina's roads need serious attention

By Eddie Adams

Pick up any newspaper in South Carolina and you're likely to see the decline of the state highway system prominently featured. Most have now advocated for an increase in the state's 16 cent motor fuel user fee, which has not been adjusted since 1987. In 1987 a loaf of bread cost \$0.55, today it costs \$2.20.

The situation is so dire that Gov. Nikki Haley has made funding transportation infrastructure one of her top priorities for 2013. She allocated approximately \$90 million to transportation in her executive budget.

In her State of the State address, Gov. Haley asked "Why would we raise the gas tax to improve infrastructure when all the gas tax dollars we currently collect don't go to improve our infrastructure?" "Let's change that," she said.

The fact is that the Watercraft fund gets \$3.1 million from motor fuel revenues to be used for public boat landings and the Department of Agriculture gets \$850,000 for the

inspection of petroleum pumps. Another half a cent per gallon is used to clean up leaking underground petroleum tanks, and \$6 million is used for transit. Together, these diversions equal about \$26 million, which is less than the revenue of one penny of the motor fuel user fee.

In reality there is very little diversion from the 16 cent motor fuel user fee. The state has a tremendous funding shortfall. To blame it on these few diversions is a bit misleading.

SCDOT needs over \$1.4 billion in additional funding each year to bring South Carolina highways up a "good" level of service, which can't be found from the sources above.

Georgia's motor fuel user fee is about 10 cents higher than in South Carolina and North Carolina's is 20 cents higher than in the Palmetto State. But even raising our motor user fee to a N.C. level would only generate about half of what is needed here in S.C. That is because we also need to diversify funding.

We have ignored our high-

GUEST COLUMN



Eddie Adams of Seneca is the SCDOT commissioner from the 3rd Congressional District. He can be reached at AdamsRE@dot.state.sc.us.

ways for so long, that they are in terrible disrepair. Thankfully, the House has passed a bill to use 80 percent of the state sales tax on cars for road repairs. Rep. Tommy Stringer has proposed indexing the motor fuel user fee to grow with inflation.

In the Senate, chairman of

Senate Transportation Larry Grooms has advocated using a portion of state General Fund growth for transportation. Senate Minority Leader Nikki Setzler has introduced a bill to borrow \$500 million and distribute it among the counties for local road repair. Senate Majority Leader Harvey Peeler's bill takes these ideas and also imposes a road fee on out-of-state-truckers and addresses alternative fuel vehicles.

And just recently, chairman of Senate Finance, Hugh Leatherman, introduced a comprehensive package to allow for a local-option sales tax and tolling to add new capacity to interstates.

Chairman Leatherman has even appointed a special subcommittee of the Senate Finance Committee to review the various highway funding proposals.

All of these elected officials have some outstanding ideas, and together, these plans could build an overall package that would make our highway system competitive with our neighbors once again.

And while I understand the political challenge of increasing the motor fuel user fee in today's economy, we can't ignore the fact that it should be done. We should increase this fee now, and index it like they've done in North Carolina, so that the Palmetto State doesn't find itself in this same situation in another 25 years.

AAA Carolinas and the South Carolina Alliance to Fix Our Roads have both endorsed an increase in the motor fuel user fee. Many local and state-wide business organizations, including truckers, have said they are willing to seriously consider increasing the motor fuel user fee if the funds are properly used and other state and local general revenues are added to supplement what we need.

The plan to adequately fund our roads and bridges can't be addressed with one silver bullet. Ultimately, the difficult task of figuring out how to fund our highways in the future falls to our elected officials. I urge them to make it a priority in 2013. Every minute we wait puts us further behind.

GREENVILLE NEWS 05/05/2013

"SCDOT NEEDS OVER \$1.4 BILLION IN ADDITIONAL FUNDING EACH YEAR TO BRING SC HIGHWAYS UP TO "GOOD" LEVEL OF SERVICE"

LOCAL

Bryant looking to stop road bill

■ Anderson Republican intends to participate in filibuster

By Kirk Brown
 kirk.brown@independentmail.com
 864-260-1259

COLUMBIA — State Sen. Kevin Bryant says he will try to stop legislation that would use borrowed money and fee increases to pay for fixing roads and bridges throughout South Carolina.

The Anderson Republican said he expects several conservative senators to join him in mounting a filibuster against a highway funding bill that the South Carolina Senate Finance Committee passed last week. The measure could come up for floor debate in the Senate later this week.

"As a pharmacist, I am very capable for standing 12 hours at least," Bryant said.

The bill that Bryant is seeking to block calls for the state to borrow \$1.3 billion for road projects. It would raise fees for driver's licenses, car and truck registrations and alternative-fuel vehicles. The measure also would tie the state's gas tax to a key inflation indicator — a

move that economists say could cause the levy to rise by 4 cents per gallon in the next decade.

Supporters see the measure as a down payment on a \$29 billion backlog of highway projects facing South Carolina during the next two decades.

But Bryant said the bill is simply a vehicle for higher taxes.

"Borrowing money is like a tax increase on future generations," said Bryant, who also opposes tying the state's gas tax to inflation and boosting other fees.

Bryant said state lawmakers have passed up opportunities in the past to repair roads and bridges without raising taxes.

"I going to remind my colleagues how they have continually kicked this can down the road," Bryant said. "It is not going to be so much a filibuster as a history lesson."

Even if the measure survives a Senate filibuster, its prospects are uncertain at

best.

The South Carolina House of Representatives embraced a less ambitious approach by including an extra \$100 million for highway projects in its budget. Gov. Nikki Haley also has voiced firm opposition to raising the state's 16-cent-per-gallon gas tax, which is one of the nation's lowest.

Under provisions of the Senate bill, each South Carolina county would receive \$500,000 annually to pay for roadwork. Counties where voters approve a 1-cent sales and use tax for transportation projects also would receive another \$500,000 in state money each year.

Anderson County officials said Monday that they would welcome more state money to help pay for maintaining their 1,500 miles of roads.

"We need millions per year to bring our roads up to top-notch condition," said interim county administrator Rusty Burns.

Despite a funding increase this year, county officials still are spending less today on road maintenance than they were five years ago, said Holt

Hopkins, the county's deputy administrator and transportation director.

A 1-cent sales and use tax would raise an estimated \$17 million annually for transportation projects in Anderson County. According to Hopkins, this level of funding would enable the county to catch up on road paving, replace aging bridges, widen congested roads and move ahead with plans to build new roads.

Whether county voters would approve such a tax is a key question. A proposed 1-cent sales tax increase that would have paid for scores of road improvements and other construction projects throughout the county was soundly rejected in a November 2008 referendum.

Anderson County Council Chairman Francis Crowder said Monday that a 1-cent sales and use tax is "something we need to consider."

With the current sources of funding, he said, the county's roads woes will linger.

"We will never get there," said Crowder, who intends to host a public meeting next week on the county's road-paving needs.



Bryant

FILIBUSTER TO PREVENT BORROWING \$1.3 BILLION FOR ROAD PROJECTS

ANDERSON INDEPENDENT 05/07/2013

**INCREASE THE FUEL TAX BY 10¢ PER GALLON
TO ASSIST IN ROAD AND BRIDGE REPAIR.**

**SOUTH CAROLINA NEEDS \$29 BILLION JUST TO
GET THE ROADS UP TO THE NATIONAL AVERAGE,
\$50 BILLION TO COMPLETELY REPAIR ALL OF
THE ROADS AND BRIDGES.**

**THE TOTAL STATE REVENUE FROM ALL SOURCES
FOR THE 2012-2013 BUDGET IS \$9.0 BILLION.**

**IN ADDITION TO INCREASING THE GAS TAX THE
LEGISLATURE ALSO NEEDS TO RAISE THE
TOBACCO TAX AND THE ALCOHOL TAX.**

**INCREASING THE TOBACCO TAX WOULD BE USED SOLELY TO
OFFSET THE ESCALLATING STATE MEDICAID COSTS, WHICH
HAVE GONE FROM \$521 MILLION IN 2001-2002 TO
\$1.1 BILLION IN THE 2012-2013 BUDGET. CITIZENS
WHO SMOKE ARE MORE LIKELY TO REQUIRE
MEDICAID ASSISTANCE.**

**INCREASING THE ALCOHOL TAX WOULD BE USED TO
PROVIDE ADDITIONAL FUNDING FOR THE DEPARTMENT OF
CORRECTIONS. PEOPLE WHO DRINK TOO MUCH OFTEN END
UP IN JAIL. DRINKING AND FAMILY ABUSE
ARE OFTEN DIRECTLY RELATED.**

THE REPUBLICAN PARTY IN SOUTH CAROLINA, MANY OF WHOSE MEMBERS HAVE SIGNED A "NO TAX INCREASE" PLEDGE, HAVE EFFECTIVELY PAINTED THEMSELVES INTO A CORNER ON THIS ISSUE. ELECTED OFFICIALS NEED TO REPUDIATE THIS PLEDGE. SOUTH CAROLINA NEEDS ADDITIONAL SOURCES OF REVENUE, NOT STEALING FROM ONE DEPARTMENT TO FUND ANOTHER DEPARTMENT. IT IS MORE DIFFICULT TO ATTRACT NEW BUSINESS TO THE AREA WHEN COMPANIES READ THAT SOUTH CAROLINA'S ROADS AND BRIDGES ARE THE WORST IN THE COUNTRY.

PLEASE CONTACT YOUR SOUTH CAROLINA LEGISLATORS AND ENCOURAGE THEM TO SUPPORT THESE TAX INCREASES.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2013-02**

**A PROCLAMATION DESIGNATING MAY 15, 2013 AS PEACE
OFFICERS' MEMORIAL DAY IN OCONEE COUNTY**

WHEREAS, The Congress and President of the United States have designated May 15, 2013 as Peace Officers' Memorial Day, and

WHEREAS, The members of the law enforcement agencies of Oconee County play an essential role in safeguarding the rights and freedoms of the citizens of our community, and

WHEREAS, It is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and that law enforcement officers recognize their duty to serve the people of this community, by protecting them against violence and disorder, and

WHEREAS, The law enforcement officers of Oconee County unceasingly provide a vital public service; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, by Oconee County Council in meeting duly assembled, that Oconee County directs all flags on County buildings be flown at half-staff on May 15, 2013, in recognition of Peace Officers' Memorial Day and in memory of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and to honor those law enforcement officers presently serving the community.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman of County Council
Oconee County, South Carolina

Attest: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2013-03

**A PROCLAMATION HONORING JOHN ADDISON LAND
UPON RECEIVING THE RANK OF EAGLE SCOUT**

WHEREAS, Oconee County Council desires to recognize the superior achievements of Oconee County citizens, and

WHEREAS, John Addison Land is a member of Boy Scout Troop 226, located in Seneca, South Carolina, and

WHEREAS, John Addison Land recently attained the rank of Eagle Scout through the Boy Scouts of America scouting program, the highest rank attainable by a scouting member, and

WHEREAS, Each Scout is required to perform an Eagle Service Project, which requires the Scout to plan, organize, lead and execute a service project that benefits an organization in the community. Leadership skills are mandatory.

WHEREAS, John Addison Land has provided substantial contributions to his community by improving the fitness/nature trail around the Blue Ridge Electric Cooperative's headquarters and by pruning, adding benches, and removing much dead material. In addition, he installed a troop-built bluebird box or boxes at the project site. Each box contains the troop's name, as a lasting tribute to Scouting and to the Scouts who toiled there.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, by Oconee County Council in meeting duly assembled, that Oconee County Council recognizes John Addison Land for his outstanding personal achievement in attaining the rank of Eagle Scout.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman of County Council
Oconee County, South Carolina

Attest: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2013-04**

**A PROCLAMATION HONORING BRIGHTIN REX BLANTON
UPON RECEIVING THE RANK OF EAGLE SCOUT**

WHEREAS, Oconee County Council desires to recognize the superior achievements of Oconee County citizens, and

WHEREAS, Brightin Rex Blanton is a member of Boy Scout Troop 226, located in Seneca, South Carolina, and

WHEREAS, Brightin Rex Blanton recently attained the rank of Eagle Scout through the Boy Scouts of America scouting program, the highest rank attainable by a scouting member, and

WHEREAS, Each Scout is required to perform an Eagle Service Project, which requires the Scout to plan, organize, lead and execute a service project that benefits an organization in the community. Leadership skills are mandatory.

WHEREAS, Brightin Rex Blanton has provided substantial contributions to his community by revamping the landscaping of the Rosa Clark Medical Clinic. The Scouts pruned, planted, mulched, sprayed weeded, and mowed. In addition, he installed a troop-built bluebird box or boxes at the project site. Each box contains the troop's name, as a lasting tribute to Scouting and to the Scouts who toiled there.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, by Oconee County Council in meeting duly assembled, that Oconee County Council recognizes Brightin Rex Blanton for his outstanding personal achievement in attaining the rank of Eagle Scout.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman of County Council
Oconee County, South Carolina

Attest: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2013-05**

**A PROCLAMATION HONORING TUCKER MACLAYNE BRYSON
UPON RECEIVING THE RANK OF EAGLE SCOUT**

WHEREAS, Oconee County Council desires to recognize the superior achievements of Oconee County citizens, and

WHEREAS, Tucker MacLayne Bryson is a member of Boy Scout Troop 226, located in Seneca, South Carolina, and

WHEREAS, Tucker McaLayne Bryson recently attained the rank of Eagle Scout through the Boy Scouts of America scouting program, the highest rank attainable by a scouting member, and

WHEREAS, Each Scout is required to perform an Eagle Service Project, which requires the Scout to plan, organize, lead and execute a service project that benefits an organization in the community. Leadership skills are mandatory.

WHEREAS, Tucker MacLayne Bryson has provided substantial contributions to his community by revitalizing the playground at the Collins Children's' Home. The scouts pruned, planted, rebuilt fencing, added benches, and removed broken equipment. In addition, he installed a troop-built bluebird box or boxes at the project site. Each box contains the troop's name, as a lasting tribute to Scouting and to the Scouts who toiled there.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, by Oconee County Council in meeting duly assembled, that Oconee County Council recognizes Tucker MacLayne Bryson for his outstanding personal achievement in attaining the rank of Eagle Scout.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman of County Council
Oconee County, South Carolina

Attest: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina



Mountain Lakes

Business Development Corporation

Dave Eldridge, Chairman

Who We Are & What We Do

- Offer monthly business startup training class, partnering with TCTC & Clemson University Small Business Development Center
- Personalized mentoring for clients working with SCORE volunteers for those located in Oconee, Pickens and Anderson Counties
- Sponsor and conduct 10 session emersion training course at TCTC
- Manage the Oconee County Business Development Center Incubator
- Provide close working relationship with Oconee County EDC office to handle small business startup counseling

How We Accomplish Our Task

- Recruit and train SCORE Certified Mentors
- Develop and conduct monthly first steps training programs
- Assist local economic development office's in regard to small business development
- Keep local chambers of commerce and SC dept of Commerce current on our programs and successes
- Work with area media outlets to gain exposure for our efforts and programs

How Are We Doing?

Mountain Lakes Business Development Corp

FirstStep Training Program	312
Business Emersion Enrollees	21
Mentoring Clients	203

SCORE Certified Mentors:

- Dave Eldridge
- Terry McKenney
- Mike Hehir
- Tim Edkin

Filling The Gaps

- Partnership with Oconee County EDC
 - Strengthening relationship to focus on awareness and economic growth opportunities.
- Partnership with Tri-County Technical College
 - Administrative Support
 - Grant Writing
 - Financial Reporting
 - Qualifying & Tracking Clients
- Name Change
 - Tri-County Entrepreneurial Development Corporation

Ref: Council Initiated Rezoning # 1 PRLD

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 7, 2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

3rd Reading of Ordinance 2011-25: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2012-14, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2012-14 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

Council took first reading in caption only on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission heard the matter at their regularly scheduled meeting on November 7, 2011. After receiving public comment and staff's presentation; the Commission voted to recommend all parcels to be zoned into the Public and Recreational Lands District.

As stated in the Oconee County Code of Ordinances, 36-10-13; the intent of this zoning classification is to "provide for a continuation and identification of public lands and to allow for those uses typically associated with accomplishing the mission of the agency charges with the care and promotion of the land"

At 2nd reading Council removed 11 parcels identified as owned by the Oconee County Joint Regional Sewer Authority. Since that time, further research has revealed that one additional parcel should also be removed from the ordinance. The parcel is owned by the Sewer Authority and there tax map numbers are: 211-00-02-031.

At the June 19, 2012 County Council meeting the public hearing was held with several citizens addressing Council regarding the ordinance. Based on public comment Council tabled action regarding this ordinance and sent the Ordinance to the Planning Commission for additional review, public input and recommendation to Council. On July 19, 2012, the Planning Commission tabled the ordinance to provide an opportunity for staff to gather more information.

On April 2, 2013, Council voted to recall 2011-25 from the Planning Commission with a recommendation. On April 22, 2013, the Planning Commission voted 6-0 to recommend that Council removed Clemson owned parcels and to take 3rd Reading on 2011-25.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: N/A

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Ref: Council Initiated Rezoning # 1 PRLD

ATTACHMENTS

Copy of Ordinance 2011-25 as it stands.

STAFF RECOMMENDATION:

It is staff's recommendation that Council

- [1] amend Ordinance #2011-25 to remove Clemson owned parcels & parcel 211-00-02-031, and
- [2] take 3rd and Final Reading of Ordinance 2011-25 as amended.

Reviewed By/ Initials:

_____ **County Attorney** _____ **Finance** _____ **Grants** _____ **Procurement**

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2011-25**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Public and Recreational Lands District (PRLD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

009-00-01-001	154-00-01-012	294-00-01-011
011-00-01-001	158-00-01-002	305-00-01-228
013-00-01-001	158-00-01-072	312-00-02-048
029-00-01-001	186-00-04-011	312-00-02-069
029-00-01-002	189-00-02-005	314-00-02-017
030-00-01-002	189-00-02-067	322-00-01-001
031-00-02-003	190-00-01-028	330-00-01-025
038-00-02-005	190-00-03-052	337-00-04-013
043-00-01-006	196-00-03-032	339-00-01-007
044-00-01-001	197-00-01-001	339-00-01-044
048-00-01-004	201-00-01-045	340-00-06-052
048-00-01-006	201-00-01-048	340-00-07-001
048-00-01-018	211-00-03-009	343-00-01-002
072-00-01-001	228-00-01-041	211-00-02-031
074-00-02-017	233-00-01-009	196-00-01-001
087-00-02-021	233-00-01-033	196-00-02-001
089-00-01-001	236-00-03-010	226-00-01-001
094-00-01-001	242-00-01-002	226-00-03-001
104-00-03-006	256-00-01-006	226-00-04-008
113-00-01-004	256-00-01-015	241-00-01-008
113-00-01-007	257-00-01-016	241-00-01-011
114-00-03-075	257-00-01-034	241-00-02-006
125-00-01-001	257-01-02-016	241-00-02-007
126-00-01-016	268-00-03-066	241-00-03-001
126-00-01-017	268-00-03-089	242-00-01-001
128-00-02-002	268-00-03-096	256-00-01-017
136-00-03-012	268-00-03-104	283-00-03-001
140-00-01-023	276-00-01-042	283-00-03-004
149-00-01-004	283-00-03-029	283-00-03-022
313-00-01-004	294-00-01-010	294-00-01-004

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

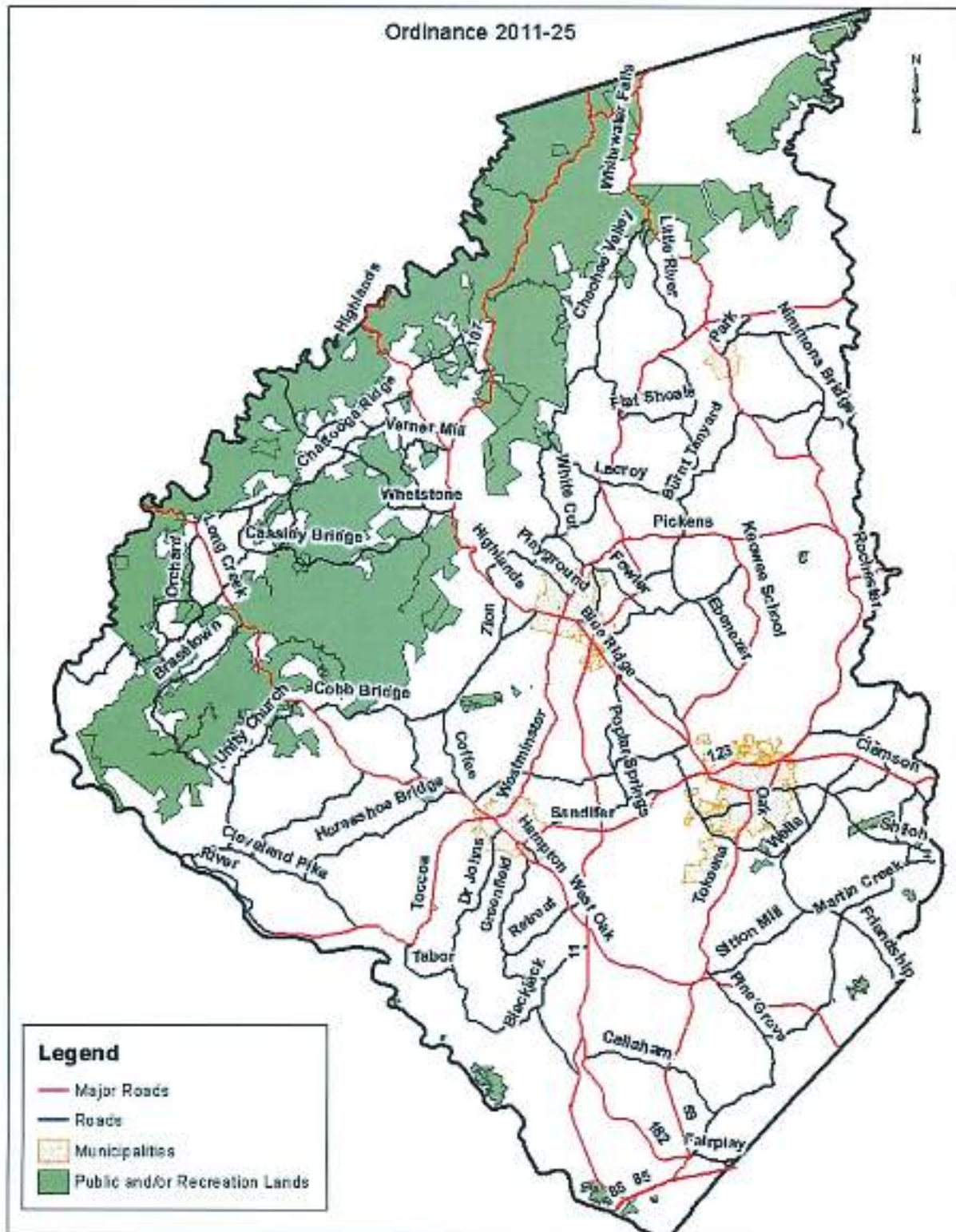
By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: September 6, 2011
Second Reading: January 17, 2012
Public Hearing: June 19, 2012
Third Reading:

APPENDIX A
Parcels Rezoned by Ordinance 2011-25



**STATE OF SOUTH CAROLINA
OCONEE COUNTY COUNCIL
ORDINANCE 2013-06**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY
ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24, 2010-32, 2011-09,
2011-15 and 2011-34 RELATING TO THE INDUSTRIAL/BUSINESS
PARK OF OCONEE AND PICKENS COUNTIES SO AS TO ENLARGE
THE PARK.**

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Agreement"), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008; by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010; by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010; by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011; by Ordinance 2011-09 enacted on April 5, 2011 by the County, resulting in the Agreement as amended by the Fifth Amendment to the Agreement dated June 6, 2011, by Ordinance 2011-15 enacted on November 1, 2011 by the County, resulting in the Agreement as amended by the Sixth Amendment to the Agreement dated November 7, 2011; by ordinance 2011-34 enacted on February 7, 2012 by the County, resulting in the Agreement as amended by the Seventh Amendment to the Agreement dated February 7, 2012 (hereinafter collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

WHEREAS, Oconee County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Eighth Amendment to the Agreement, attached hereto;

NOW, THEREFORE, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Eighth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Eighth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforesaid enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Eighth Amendment to the Agreement and the

performance of all obligations of the County under and pursuant to the Eighth Amendment to the Park Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled this 7TH day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Joel Thrift, Chairman, County Council
Oconee County, South Carolina

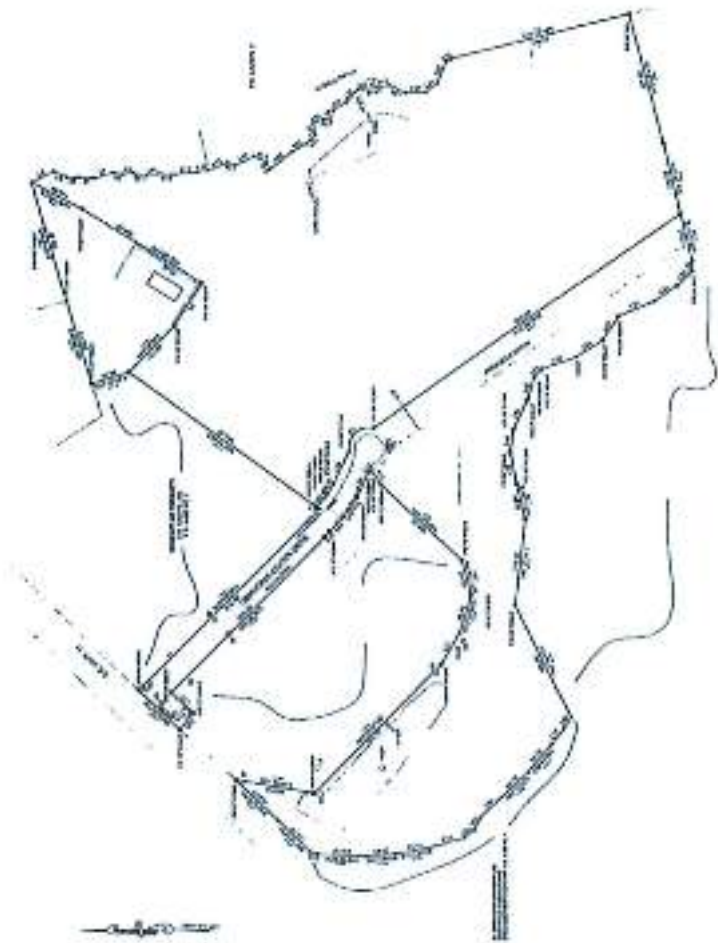
ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: March 19, 2013
Second Reading: April 2, 2013
Public Hearing: May 7, 2013
Third Reading: May 7, 2013

Addition to Exhibit A (Oconee County)
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008,
Second Amended on May 4, 2010
Third Amended on August 16, 2010
Fourth Amended on January 18, 2011
Fifth Amended on June 6, 2011
Sixth Amended on November 7, 2011
Seventh Amended on February 7, 2012
Eighth Amended on June 3, 2013
Between Oconee County and Pickens County

Tract 8
AID Company LLC
(see attached plat)



Scale: 1:1000

business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Eighth Amendment to the Agreement.** As of the date of this Eighth Amendment to the Agreement, the Seventh Amendment to the Agreement, the Sixth Amendment of the Agreement, the Fifth Amendment to the Agreement, the Fourth Amendment to the Agreement, the Third Amendment to the Agreement, the Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended are further amended, in accordance with Section 3(B) of the Agreement, so as to expand the Park premises in Oconee County by the addition of one (1) tract of land, to be shown as "Tract 8") on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Eighth Amendment to Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Eighth Amendment to Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Eighth Amendment to the Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by this Eighth Amendment to the Agreement, and as previously amended, shall remain in full force and effect

6. **Counterparts.** This Eighth Amendment to Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same document.

WITNESS our hands and seals of this ___ day of _____, 2013

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals as of this ____ day of _____, 2013

PICKENS COUNTY, SOUTH CAROLINA

By: _____
G. Neil Smith, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Timken US Corporation
430 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner; old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.93 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to I.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

(Tract 2 added in by the First Amended Park Agreement dated November 3, 2008)

TRACT 2

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Emhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

(Tract 3 added in by the Second Amended Park Agreement dated May 4, 2010)

TRACT 3

Greenfield Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3

feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

(Tract 4 added in by the Third Amended Park Agreement dated August 16, 2010)

TRACT 4

U.S. Engine Valve Corporation

All that certain piece, parcel or tract of land situate, lying and being in Richland School District, Seneca, Oconee County, South Carolina. Containing One Hundred Twenty-Eight and 96/100 (128.96) acres, more or less, and being more fully described by plat prepared by Wayne R. Garland, RLS, dated December 3, 1987, recorded in Plat Book A16, page 1, records of the Clerk of Court for Oconee County, South Carolina. For a more complete description, please see recorded Plat.

(Tract 5 added in by the Fourth Amended Park Agreement executed by Oconee County on December 7, 2010 and Pickens County on January 18, 2011)

TRACT 5

Schneider Electric USA, Inc.
1990 Sandifer Boulevard
Seneca, South Carolina 29678

PARCEL #1

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Fifty Four and Eighty Two One-Hundredths (54.82) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #2

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing One and Four Hundred Ninety Nine One-Thousandths (1.499) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #3

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Ten and Fifty One One-Hundredths (10.51) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the clerk of Court of Oconee County, South Carolina.

PARCEL #4

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee on the north side of U.S. Highway 123, containing Eleven and Five Hundred Sixty Five One-Hundredths (11.565) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo

Construction Company” by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

The above-referenced parcels is the identical property conveyed to Square D Company, a successor company to Schneider Electric USA Inc., by deed of Pattlillo Construction Company, Inc. recorded on October 24, 1985 in Deed Book 433 at page 228, records of Clerk of Court in and for Oconee County, South Carolina.

(Tract 6 added in by the Fifth Amendment to Park Agreement executed by Oconee County on April 5, 2011 and Pickens County on June 6, 2011)

TRACT 6

Altera Polymers LLC
320 Shiloh Road
Seneca, SC 29678

Town of Seneca, Oconee County South Carolina

All that certain tract or parcel of land lying and being near the Eastern Corporate Limits of the Town of Seneca, South Carolina and being more particularly described as follows:

Beginning at a point in the centerline of a railroad spur of Blue Ridge Railroad said point being located North 86 degrees 24 minutes 56 seconds East 1927.07 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue and runs thence from the point of beginning with the centerline of said railroad spur the following 7 courses and distances South 17 degrees 44 minutes 06 seconds West 64.97 feet to a point; thence South 07 degrees 28 minutes 04 seconds West 34.61 feet to a set mag nail; thence South 05 degrees 28 minutes 14 seconds West 66.40 feet to a set mag nail; thence South 10 degrees 06 minutes 58 seconds West 97.82 feet to a point; thence South 24 degrees 19 minutes 31 seconds West 100.54 feet to a point; thence South 38 degrees 29 minutes 30 seconds West 100.46 feet to a point; thence South 46 degrees 10 minutes 41 seconds West 46.48 feet to a set mag nail; thence South 34 degrees 24 minutes 02 seconds East 768.38 feet to a set iron rod; thence South 55 degrees 36 minutes 33 seconds West 866.57 feet to a set iron rod; thence North 34 degrees 23 minutes 27 seconds West 91.00 feet to a found concrete monument; thence North 36 degrees 39 minutes 54 seconds West 541.31 feet to a found iron pipe; thence North 37 degrees 17 minutes 54 seconds West 197.28 feet to a found concrete monument; thence South 63 degrees 37 minutes 55 seconds West 111.39 feet to a found iron rod; thence North 26 degrees 18 minutes 50 seconds West 330.00 feet to a found iron rod; thence South 63 degrees 41 minutes 10 seconds West 200.00 feet to a found concrete monument; thence North 26 degrees 19 minutes 52 seconds West 50.90 feet to a found iron rod; thence North 59 degrees 53 minutes 49 seconds East 228.69 feet to a found concrete monument; thence North 39 degrees 02

minutes 25 seconds West 509.89 feet to a found iron rod; thence North 39 degrees 34 minutes 28 seconds 90.92 to a found mag nail; thence South 77 degrees 58 minutes 25 seconds West 301.80 feet to a found nail; thence North 26 degrees 42 minutes West 85.70 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue; thence with the center of Shiloh Road North 68 degrees 34 minutes 53 seconds East 287.91 feet to a found nail; thence North 68 degrees 50 minutes 53 seconds 50.17 feet to a found nail in the centerline intersection of Shiloh Road and Providence Ridge Road; thence North 68 degrees 17 minutes 49 seconds East 194.00 feet to a nail; thence North 70 degrees 00 minutes 20 seconds East 81.28 feet to a found nail; thence North 79 degrees 53 minutes 29 seconds East 315.00 feet to a found mag nail; thence North 89 degrees 22 minutes 55 seconds East 486.22 feet; thence North 87 degrees 12 minutes 07 seconds East 85.60 feet to a found mag nail; thence South 12 degrees 01 minutes 05 seconds East 61.28 feet to a found mag nail; thence South 12 degrees 01 minutes 35 seconds East 200.00 feet to a found iron pipe; thence North 77 degrees 58 minutes 25 seconds East 424.94 feet to the point of the beginning, containing 41.97 acres more or less.

Bearings based on Plat recorded in office of the Clerk of Court, Oconee County, SC in Plat Book P-29, page 75.

(Tract 7 added in by the Seventh Amendment to Park Agreement executed by Oconee County on February 7, 2012 and Pickens County on February 6, 2012)

**TRACT 7
BASF Corporation
554 Engelhard Drive
Seneca, South Carolina**

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.

**(Tract 8 added in by the Eighth Amendment to Park Agreement executed by
Oconee County on May 7, 2013 and Pickens County on June 3, 2013**

**TRACT 8
AID Company, LLC
(see plat attached)**

**EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY**

(Tract 1 and Tract 2 added in by the Sixth Amendment to Park Agreement executed by Oconee County on November 1, 2011 and Pickens County on November 7, 2011)

**Tract 1
VCI-SC, Inc.
2932 Farris Bridge Road
Easley, South Carolina 29640**

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens being shown as 22.91 Acres, Tracts 8, 10 & 11, according to plat prepared by Freeland & Associates Surveyor, recorded November 7, 1985 in Plat Book 27, at page 950 in the RMC Office for Pickens County, South Carolina, references to said plat being hereby made for a more complete metes and bounds description thereof.

LESS AND EXCEPT: All that certain piece, parcel or lot of land in the State of South Carolina, County of Pickens, located 7 miles East of Pickens, containing 4.80 acres, more or less, as shown on survey of Van T. Cribb, dated July 1, 1991, reference to which is hereby made for a more complete and accurate description and being thereon more fully described as follows:

Beginning at a point on edge of 50' right of way for county road at the northern corner of the herein described property; thence along right of way S11-18-28E 33.79 feet; thence S16-55-30E 55.58 feet; S30-56-31E 167.22 feet; S45-50-16E 65.64 feet; thence leaving right of way S45-35-05E 56.39 feet to line of land n/f of John C. and J.P. Carey; thence along said property line S59-24-26W 630 feet to an iron pin; thence along line of land n/f of Oakknoll Properties N 22-25-34W 285.67 feet; thence N 19-54-33 W 75.47 feet; thence along line of land n/f of Sitton N 57-34-27 E 555.30 feet to the point of Beginning.

AND ALSO, LESS AND EXCEPT, a right of way for ingress, egress and roadway purposes over the existing fifty foot (50') strip leading from S.C. Highway 183 in a southeasterly direction as shown on the survey of Van T. Cribb dated July 1, 1991 and the terms and conditions of said right of way as set forth in deed recorded in Deed Book 149 at Page 204.

This being a portion of the property conveyed to Ronald J. McCracken by deed from Ervin Hendricks, dated 07-8-88 and recorded in Deed Book 40 at page 217, in the Register of Deeds Office for Pickens County, South Carolina.

Tract 2
KP Components Inc.
117 Sheriff Mill Road
Easley, South Carolina 29642

Parcel 1

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northwestern side of Sheriff Mill Road, shown to contain 3.631 acres according to plat of boundary survey prepared for "Wachovia Bank, N.A., Trustee", by Landrith Surveying, Inc., dated 1-11-01 and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, on the northwestern side of Sheriff Mill Road, common corner of the herein described tract and other property of the Grantor; thence running along the common line of the herein described tract and other property of the Grantor herein N30-55-00W 984.91 feet to a point; thence continue N76-44-08W 565.67 feet to a point; thence running N25-31-27E 102.33 feet to a point; thence running N89-57-00E 84.45 feet to a point; continuing S73-23-00E 105.00 feet to a point; thence continuing S61-03-00E 119.88 feet to a point; thence continuing S82-18-00E 199.81 feet to a point; thence continuing S76-33-00E 84.91 feet to a point; thence running along the common line of the herein described tract and property now or formerly Gladys L. Addington S30-55-00E 1019.88 feet to a point on the northwestern side of Sheriff Mill Road; thence running along the northwestern side of Sheriff Mill Road S 54-55-00W 100.27 feet to the point of Beginning.

Parcel 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northeast side of S.C. Highway #8 (Pelzer Highway) shown to contain 5.818 acres (including any and all rights of ways), as shown on a plat of boundary survey for "Wachovia Bank, N.A., Trustee" prepared by Landrith Surveying, Inc. dated 1-11-01, and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, which point is in the approximate center line of S.C. Highway #8 (Pelzer Highway), common corner of the herein described tract and other property of the Grantee herein; thence running along the approximate center line of S.C. Highway #8 (Pelzer Highway) N37-52-05W 516.64 feet to a point; thence leaving said Highway and running along the common line of the herein described property and other property of the Grantor herein N53-23-13E 888.10 feet to a point; thence running S76-44-08E 47.96 feet to a point; thence running along the common line of the herein described tract and other property of the Grantee herein S25-31-27W 1026.72 feet to the point of Beginning.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-10

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WALHALLA AND THE CITY OF WESTMINSTER AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “County Code”), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the “Code”), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the “Agreements”) with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the City of Walhalla and the City of Westminster (the “Cities”) are municipalities of the State pursuant to the authority established in Section 5-1-10 of the Code, and are declared to be perpetual bodies, politic and corporate, entitled to exercise all the powers and privileges provided for municipal corporations in this State, and are municipalities of the County; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City’s Municipal Election Commission (the “Cities’ Commissions”) to a County’s Voter Registration and Election Commission (the “County Commission”) upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the Cities have indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the Cities to the County Commission, and have commenced proceedings for the adoption of ordinances for the transfer of all authority, powers, duties, and responsibilities for conducting

municipal elections in the Cities from the Cities' Commissions to the County's Commission; and,

WHEREAS, the County Council finds that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Cities upon the terms and conditions outlined in this Ordinance and embodied in the attached Agreements, and the County Council finds that it is proper, appropriate and in the public interest for the County Council to adopt this Ordinance accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the Cities' Commissions to the County's Commission, on the terms and conditions herein contained and embodied in the attached Agreements. A copy of the Agreements are attached hereto as **Exhibit A** and **Exhibit B**, and are hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities, the Cities and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of Agreements that: provide for the transfer of all authority for conducting municipal elections in the Cities from the Cities' Commissions to the County's Commission; define the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the Cities; and, provide for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached forms of the Agreements, attached hereto as **Exhibit A** and **Exhibit B**, are hereby incorporated herein as fully as if set forth verbatim herein, in the forms attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and are hereby adopted and approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreements, and to implement the Agreements, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County Council, as the governing body of the County and on behalf of the County, hereby accepts all authority powers, duties, and responsibilities to conduct municipal elections in the Cities, and through the execution and implementation of the attached

Agreements all such authority powers, duties, and responsibilities shall be transferred from the Cities' Commissions to the County's Commission, all subject to the terms of the attached Agreements.

5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreements attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: April 16, 2013 [in title only]
Second Reading: _____
Public Hearing: _____
Third Reading: _____

desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City of Walhalla and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The City hereby and by the City Ordinance authorizing the execution and delivery of this Agreement, transfers all authority, powers, duties, and responsibilities for conducting municipal elections within the City from the City's Commission to the County's Commission.
2. The County hereby and by County Ordinance Number 2013-10 authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City, and all such authority, powers, duties, and responsibilities shall be transferred from the City's Commission to the County's Commission.
3. The County's Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the City.
4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson, canvas the vote and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the City.
5. The County's Commission shall certify the results of the elections and transmit the certified results to the City Council or an appointed authority representing the City government as soon as practicable following the certification.
6. The County's Commission shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.
7. The County's Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.

8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.
9. The County's Commission shall provide invoices and/or other documentation to the City of all costs and expenses incurred in the conduct of City municipal elections, protests, certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in this Agreement.
10. The City shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers compensation and all other related expenses incurred in its conduct of municipal elections in the City.
11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the City shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.
12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.
13. The City shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
14. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.
15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transfer of authority, powers, duties, and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite term, unless terminated in accordance with the provisions of Paragraph sixteen (16) of this Agreement.
16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given

by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

To the County at: County of Oconee
 Attn: County Administrator
 415 S. Pine Street
 Walhalla, SC 29691

To the City at: City of Walhalla
 Attn: Mayor
 P.O. Box 1099
 Walhalla, SC 29691

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
19. All other Agreements, orders, resolutions, ordinances or parts of ordinances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior City or County acts, actions, or decisions of the City or County or the City or County Council, in any regard, except as explicitly and specifically stated herein.
20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESS our hands and seals this ____ day of _____, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

By: _____
Danny Edwards, Mayor, City of Walhalla
Walhalla, South Carolina

desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City of Westminster and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The City hereby and by the City Ordinance authorizing the execution and delivery of this Agreement, transfers all authority, powers, duties, and responsibilities for conducting municipal elections within the City from the City's Commission to the County's Commission.
2. The County hereby and by County Ordinance Number 2013-10 authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City, and all such authority, powers, duties, and responsibilities shall be transferred from the City's Commission to the County's Commission.
3. The County's Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the City.
4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson, canvas the vote and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the City.
5. The County's Commission shall certify the results of the elections and transmit the certified results to the City Council or an appointed authority representing the City government as soon as practicable following the certification.
6. The County's Commission shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.
7. The County's Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.

8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.
9. The County's Commission shall provide invoices and/or other documentation to the City of all costs and expenses incurred in the conduct of City municipal elections, protests, certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in this Agreement.
10. The City shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers compensation and all other related expenses incurred in its conduct of municipal elections in the City.
11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the City shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.
12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.
13. The City shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
14. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.
15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transfer of authority, powers, duties, and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite term, unless terminated in accordance with the provisions of Paragraph sixteen (16) of this Agreement.
16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given

by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

To the County at: County of Oconee
Attn: County Administrator
415 S. Pine Street
Westminster, SC 29691

To the City at: City of Westminster
Attn: Mayor
PO BOX 399
Westminster, SC 29693

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
19. All other Agreements, orders, resolutions, ordinances or parts of ordinances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior City or County acts, actions, or decisions of the City or County or the City or County Council, in any regard, except as explicitly and specifically stated herein.
20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESS our hands and seals this ____ day of _____, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

Witnesses

CITY OF WESTMINSTER, SOUTH CAROLINA

By: _____
Rick McCormick, Mayor, City of Westminster
Westminster, South Carolina

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 7th, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading [in title only] of the following ordinances:

Ordinance 2013-11 “AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WALHALLA FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AMEND ARTICLE II, ENTITLED REGULATORY CODES, OF CHAPTER 6, ENTITLED BUILDINGS AND BUILDING REGULATIONS, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, SO AS TO PROVIDE FOR THE AUTOMATIC ADOPTION OF THE LATEST EDITION OF CERTAIN INTERNATIONAL AND NATIONAL CODES APPROVED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL OR THE APPROPRIATE AUTHORITY; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2013-12 “AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WEST UNION FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF WEST UNION; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2013-13 “AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WESTMINSTER FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WESTMINSTER; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2013-14 “AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SALEM FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF SALEM; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF SALEM; AND OTHER MATTERS RELATED THERETO.”

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

BACKGROUND DESCRIPTION:

Ordinance 2013-11 would update the International Buildings Codes from the 2006 Edition, which Oconee currently enforces, to the 2012 Edition. This is required by state statute through the South Carolina Building Codes Council. The Code Council has mandated that the 2012 Edition go into effect on the local level by July 1, 2013.

Ordinances 2013-11, 2013-12, 2013-13 and 2013-14 would authorize Oconee County to enter to an intergovernmental agreement with West Union, Westminster and Salem, respectively, that would allow Oconee to administer and enforce 'Building Codes' within said cities.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

_____ Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council [1] take first reading (in title only) of the following ordinances: 2013-11, 2013-12, 2013-13 and 2013-14.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 7, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

ORDINANCE 2013-15 [IN TITLE ONLY]:

AN ORDINANCE AUTHORIZING THE TRANSFER OF EASEMENTS FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO.

BACKGROUND DESCRIPTION:

Central Electric Power Cooperative, Inc., requests easements from Oconee County over a certain limited portion of property located in the Golden Corner Commerce Park for the purpose of expanding the Northwest Anderson- Southern Ocoee Transmission Line.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None.

FINANCIAL IMPACT [Brief Statement]:

_____ Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Administration recommends the approval of Ordinance 2013-15.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-09**

**A RESOLUTION TO APPROVE MODIFICATIONS TO THE OCONEE COUNTY
HEALTH INSURANCE PLAN AND ADOPT RETIREE HEALTH INSURANCE PLAN
GUIDELINES**

WHEREAS, Oconee County (the “County”) acting by and through the Oconee County Council (“County Council”) currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County Government and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full time service for Oconee County Government; and

WHEREAS, all current (as of the date of this resolution) retirees are grandfathered as eligible for the Retiree Health Benefit Plan described herein (the “Plan”); and

WHEREAS, all current employees of Oconee County with twenty (20) or more years of consecutive full-time service to Oconee County as of December 31, 2013 are hereby declared grandfathered (“Grandfathered”) as potentially eligible for the Plan upon retirement; and

WHEREAS, the County desires to contribute a monthly subsidy to all currently Grandfathered retirees if and when they reach 65 years of age and to all current employees who are Grandfathered hereby if and when they retire and reach the age of 65 or attain eligibility for Medicare, whichever occurs later; and

WHEREAS, increases to the cost of the Plan will depend upon actual costs and will be based upon prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) rates; and

WHEREAS, due to the increasing financial burden of the Plan, Oconee County approved Plan Amendment 4-2012 which discontinued all participation in the Plan for employees whose date of hire is on or after July 1, 2010; and

WHEREAS, the changes contained herein will become part of the provisos to the annual Oconee County Budget Ordinance, and will become effective on January 1, 2014; and

WHEREAS, due to current and projected budget constraints these Plan modifications are necessary to keep this important retiree benefit fiscally manageable:

NOW THEREFORE IT IS HEREBY RESOLVED BY OCONEE COUNCIL, IN MEETING DULY ASSEMBLED THAT:

1. The preamble of this resolution is hereby adopted in its entirety, as findings of fact of Oconee County Council.
2. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment A, hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
3. The Oconee County Retiree Health Benefit Plan, including all revisions thereto, up to and including those contained herein and in Attachment A will be set forth, in their entirety, in the provisos of the Oconee County Budget Ordinance and attachments thereto.

4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

5 All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

6 This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina.

**ATTACHMENT A
TO RESOLUTION R2013-09
MODIFICATIONS TO RETIREE HEALTH BENEFIT PLAN (THE "PLAN")
EFFECTIVE JANUARY 1, 2014**

1. Current Oconee County paid health benefit coverage for retirees under the Oconee County Employee Health Plan shall cease when the covered retiree or spouse, respectively, becomes Medicare eligible. This change becomes effective January 1, 2014, at which time the County will begin to contribute \$150 (\$300 monthly, if married and the spouse is covered, as described herein) on the first banking day of each month into a Health Reimbursement Account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis, or 3% per year. This change applies to current retirees and Grandfathered Employees (as defined below) only.
2. Grandfathered Employees are defined as current employees of Oconee County who will have over twenty (20) consecutive years of Oconee County service as of December 31, 2013. Grandfathered Employees who retire prior to age 62 will be eligible for the monthly indexed subsidy described in paragraph 4, below, to be adjusted by the lessor of 3 % or the Consolidated Omnibus Budget Reconciliation Act (COBRA) rate increase up to age 65. Spouses are eligible for same level of subsidy as the Grandfathered Employee provided the spouse is on the employee's plan at the time of retirement and all applicable retiree health benefit plan contributions are paid on a timely basis.
3. Upon retirement, Grandfathered Employees will be eligible for the same retiree health benefits as described in this plan under items 1 and 2 as of January 1, 2014.
4. Non – Medicare Retirees over the age of 62:
 - a. County's explicit subsidy will partially offset the average cost of single-person coverage.
 - b. County's explicit subsidy will equal \$550/month in 2014, and will increase by the lessor of 3.0% or the COBRA rate increase each year.
 - c. Change applies to current and future retirees effective 1/1/2014.
5. Non-grandfathered employees are defined as current employees hired on or after July 1, 2010, who complete 20 years of consecutive service for Oconee County.
 - a. Non-grandfathered employees will not be eligible for the spousal subsidy described herein upon retirement.
 - b. Non-grandfathered employees who retire prior to age 62 will be eligible for a \$300 per month indexed subsidy up to age 62. This monthly subsidy will increase annually by the lower of CPI – U (Consumer Price Index All Urban Consumers) on a September over September comparison basis or 3% per year.

- c. Non-grandfathered employees who retire and have attained the age of 62 will be eligible for a \$550 per month indexed subsidy to be adjusted by the lesser of 3% or the COBRA rate increase, up to age 65.
- d. County paid health insurance coverage ceases for non-grandfathered retirees when the retiree becomes Medicare eligible.

6. Prior to attaining age 65 or becoming Medicare eligible, any retiree who has 20 consecutive years of Oconee County service and declined coverage may re-enroll in the Plan at any time in the future at an open enrollment period provided they maintained continuous coverage with a break in coverage no longer than 63 days at any given time under another health benefit plan or health insurance plan. Once entering the Plan, the rules and regulations described herein will apply to such retiree.

**Oconee County Government
Retiree Health Plan Guidelines
Including Changes Effective on 1/1/2014**

Oconee County Government began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on the behalf of employees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in these current guidelines. For all groups identified in these guidelines, only actual Oconee County service is considered for the purposes of determining contribution percentages by Oconee County. **No purchased service time of any kind will be considered for any group for purposes of these guidelines or retiree health benefits from Oconee County.**

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 (“7-1-2010”), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the “Grandfathered” employees), who meet the criteria specified below. This Plan as presented is subject to change and the County’s ability to fund this benefit can be impacted by fiscal challenges and legislative changes. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY**

ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

Employees hired after 6-30-2010 will not be eligible to participate in the Retiree Health Benefit Plan upon their retirement; the County will **not** pay any portion of their retiree health benefits and they will **not** be eligible to receive any County subsidy for the purposes of retiree health costs.

The following changes apply to current retirees and grandfathered (is described herein, only) employees who become retirees on or after the effective date of January 1, 2014 (“1-1-2014”).

Section 1: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Employees who have 20 Continuous Years of Service with Oconee County as of 12/31/2013 – Medicare Eligible (Post 65)

Retiree Medicare Eligible (Post 65 years old)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$150/monthly (\$300 monthly if married and spouse is covered by employee’s medical coverage) (subsidy would increase at the lesser of 3.0% or CPIU- (the Consumer Price Index for All Urban Consumers) increase each year (soft cap)***

****Retiree will be removed from County insurance plan and offered a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever comes later. ****

*** Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid on a timely basis. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, the spouse would be eligible for the monthly subsidy as long as they have been continuously covered under the plan and all applicable retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.

Section 2: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Grandfathered Employees who have 20 Continuous Years of Service with Oconee County as of December 31, 2013 who are not 65 years old:

Retiree Non-Medicare Eligible (Younger than 65)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$550/monthly (\$1,100 monthly if married and spouse is covered) (subsidy would increase annually at the lesser of 3.0% or the prevailing COBRA rate increase each year***

****Retiree will be removed from County insurance plan and provided with a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retiree will share in the cost of future benefit plan cost increases. ****

*** Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, they would be eligible for the monthly subsidy as long as they have been continuously covered under the Plan and all applicable premiums or retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.

Section 3: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan because of 20 Continuous Years of Service with Oconee County and who are 65 years of age and are Medicare Eligible (Post 65) will not be eligible to participate in County's Health Plan or Retiree Health Benefit Plan and will not receive a monthly subsidy.

Section 4: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who have at least Twenty (20) Continuous Years of Service with Oconee County and who are 62 years of age but who are not yet Medicare eligible will be eligible to participate in Oconee's Retiree Health Benefit Plan as follows:

Retiree Non-Medicare Eligible who are at least 62 years of age (Pre - 65)	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 years of continuous service with Oconee County.**	\$550/monthly (annual increase in subsidy would increase at the lesser of 3.0% or the prevailing COBRA rate increase each year ***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit Plan increases until such removal. ****

*****Only employees who retire after twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the Retiree Health Benefit Plan; however, COBRA continuation coverage may be available.*****

Section 5: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who retire prior to age 62 with 20 or more years of continuous service to Oconee County will be eligible for the following benefits:

Non-Grandfathered Retiree who is younger than 62 years of age	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 consecutive years of service with Oconee County.**	\$300/monthly (subsidy would increase annually at the lesser of 3.0% or CPI- U (the Consumer Price Index for All Urban Consumers)increase each year)***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit plan increases until such removal. ****

*****Only non-grandfathered employees who retire with twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the health insurance Plan or retirement benefit Plan; however, COBRA continuation coverage may be available. *****

PLAN SUSTAINABILITY

Oconee County offers certain limited retiree health benefits to employees who were hired prior to 7-1-2010 and have been employed with Oconee County for twenty (20) continuous years of service at the time of retirement. However, rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the retiree Plan for employees hired subsequent to 6/30/2010, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change in the sole discretion of the County, and the County's ability to fund this benefit can and will be impacted by budget challenges.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes.

DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-10

**A RESOLUTION TO APPROVE MUTUAL AID AGREEMENTS BETWEEN
OCONEE COUNTY SHERIFF'S OFFICE AND ANDERSON COUNTY
SHERIFF'S OFFICE, GREENVILLE COUNTY SHERIFF'S OFFICE AND
PICKENS COUNTY SHERIFF'S OFFICE**

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office Mutual Aid Agreement to be valid it would have to be approved by the governing body; County Council; and

WHEREAS, the Oconee County Sheriff's Office has entered into a Mutual Aid Assistance Agreement with Anderson County Sheriff's Office; and

WHEREAS, the Oconee County Sheriff's Office has entered into a Mutual Aid Assistance Agreement with Greenville County Sheriff's Office; and

WHEREAS, the Oconee County Sheriff's Office has entered into a Mutual Aid Assistance Agreement with Pickens County Sheriff's Office; and

WHEREAS, staff recommends that County Council approve and ratify the Mutual Aid Assistance Agreements with Anderson County Sheriff's Office, Greenville County Sheriff's Office and with Pickens County Sheriff's Office.

NOW THEREFORE, BE IT RESOLVED in meeting duly assembled that the Oconee County Council approves the Mutual Aid Assistance Agreements with the Anderson County Sheriff's Office [attached and included herein by reference], Greenville County Sheriff's Office [attached and included herein by reference] and with the Pickens County Sheriff's Office [attached and included herein by reference].

APPROVED AND ADOPTED this 7th day of May, 2013.

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:
By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
ANDERSON COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of ____, ____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the county of Anderson, South Carolina ("Sheriff, John Skipper"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.

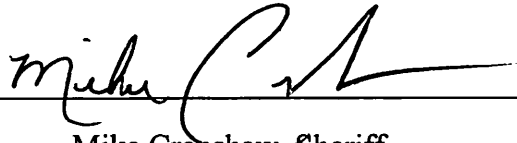
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And: 
Mike Crenshaw, Sheriff

ANDERSON COUNTY, SOUTH CAROLINA

And _____
Anderson County, County Administrator

And: _____
Anderson County, County Council Chairman

And: _____
John Skipper, Sheriff

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
GREENVILLE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the county of Greenville, South Carolina ("Sheriff, _____"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance.** The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.
2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.
3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.

- (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.

5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.
6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the

Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such

damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no

oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.

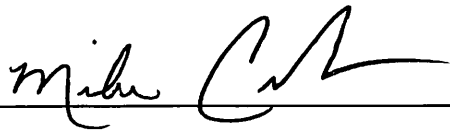
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

GREENVILLE COUNTY, SOUTH CAROLINA

And _____
Greenville County, County Administrator

And: _____
Greenville County, County Council Chairman

And: _____
Sheriff of Greenville County

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
PICKENS COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the county of Pickens, South Carolina ("Sheriff, Rick Clark"), (collectively, the "Parties", or singularly, the "Party").

WITNESSETH:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.


14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

PICKENS COUNTY, SOUTH CAROLINA

And _____
Pickens County, County Administrator

And: _____
Pickens County, County Council Chairman

And: _____
Rick Clark, Sheriff

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-11

**A RESOLUTION TO APPROVE MUTUAL AID AGREEMENTS BETWEEN THE
OCONEE COUNTY SHERIFF'S OFFICE AND THE CITIES OF ANDERSON,
CLEMSON, EASLEY, GREENVILLE, SALEM, WALHALLA, WESTMINSTER,
WEST UNION AND THE CLEMSON UNIVERSITY POLICE DEPARTMENTS.**

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office Mutual Aid Agreement to be valid it would have to be approved by the governing body; County Council; and

WHEREAS, the Oconee County Sheriff's Office has entered into a Mutual Aid Assistance Agreements with the Cities of Anderson, Clemson, Easley, Greenville, Salem, Walhalla, Westminster and West Union Police Departments; and

WHEREAS, the Oconee County Sheriff's Office has entered into a Mutual Aid Assistance Agreement with the Clemson University Police Department; and

WHEREAS, staff recommends that County Council approve and ratify the Mutual Aid Assistance Agreements with Cities of Anderson, Clemson, Easley, Greenville, Salem, Walhalla, Westminster, West Union and the Clemson University Police Departments.

NOW THEREFORE, BE IT RESOLVED in meeting duly assembled that the Oconee County Council approves the Mutual Aid Assistance Agreements with the Anderson, Clemson, Easley, Greenville, Salem, Walhalla, Westminster, West Union and the Clemson University Police Departments [attached and included herein by reference [each attached and included herein by reference].

APPROVED AND ADOPTED this 7th day of May, 2013.

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:
By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
ANDERSON (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Anderson, South Carolina ("_____"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance.** The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.
2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.
3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.

- (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.

5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.
6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the

Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such

damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no

oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.


14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

ANDERSON CITY, SOUTH CAROLINA

And _____
Anderson City Administrator

And: _____
Chief Anderson City

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
CLEMSON (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Clemson, South Carolina ("_____"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.

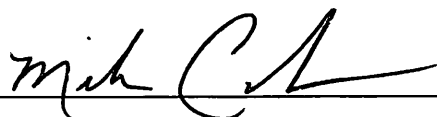
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And: 
Mike Crenshaw, Sheriff

CLEMSON CITY, SOUTH CAROLINA

And _____
Clemson City Administrator

And: _____
Chief of Clemson Police

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
CLEMSON UNIVERSITY (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Clemson University, South Carolina ("_____"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so

transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the

acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify

each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an

agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement

be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.


COUNTY OF OCONEE SOUTH CAROLINA

By: _____

Scott Moulder County Administrator

And: _____

Joel Thrift, County Council Chairman

And:  _____

Mike Crenshaw, Sheriff

CLEMSON UNIVERSITY, SOUTH CAROLINA

And _____

Clemson University Administrator

And: _____

Chief of Clemson University

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
EASLEY (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the **Oconee County Sheriff's Office, South Carolina** ("Sheriff, Mike Crenshaw") and the city of **Easley, South Carolina** ("_____"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.

14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

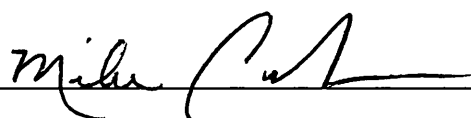
COUNTY OF OCONEE SOUTH CAROLINA

By: _____

Scott Moulder County Administrator

And: _____

Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

EASLEY CITY, SOUTH CAROLINA

And _____

Easley City Administrator

And: _____

Chief Easley City

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
GREENVILLE (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Greenville, South Carolina ("_____"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so transferred, such law enforcement and emergency service officers shall have the

powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the

acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify

each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an

agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement

be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

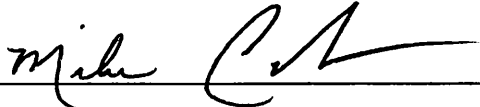
COUNTY OF OCONEE SOUTH CAROLINA

By: _____

Scott Moulder County Administrator

And: _____

Joel Thrift, County Council Chairman

And:  _____

Mike Crenshaw, Sheriff

GREENVILLE, SOUTH CAROLINA

And _____

Greenville City Administrator

And: _____

Chief of Greenville police

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE SALEM
(SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Salem, South Carolina ("Chief, David Poulson"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so transferred, such law enforcement and emergency service officers shall have the

powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the

acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.

7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify

each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an

agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.
14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement

be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.


COUNTY OF OCONEE SOUTH CAROLINA

By: _____

Scott Moulder County Administrator

And: _____

Joel Thrift, County Council Chairman

And:  _____

Mike Crenshaw, Sheriff

SALEM, SOUTH CAROLINA

And _____

Salem City Administrator

And: _____

Chief of Salem Police

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
WALHALLA (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of ____, ____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Walhalla, South Carolina ("Chief Ronald Wilbanks"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance.** The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties. When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.
2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.
3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.

- (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.

5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.
6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the

Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such

damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no

oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.


14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

WALHALLA CITY, SOUTH CAROLINA

And _____
Walhalla City Administrator

And: _____
Chief Ronald Wilbanks

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
WESTMINSTER (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Westminster, South Carolina ("Chief Dean Awalt"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.


14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

WESTMINSTER CITY, SOUTH CAROLINA

And _____
Westminster City Administrator

And: _____
Chief Dean Awalt

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
WEST UNION (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this _____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of West Union, South Carolina ("Chief Mike Epps"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.


14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And:  _____
Mike Crenshaw, Sheriff

WEST UNION CITY, SOUTH CAROLINA

And _____
West Union City Administrator

And: _____
Chief Mike Epps

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-12**

**A RESOLUTION IN OPPOSITION TO HOUSE BILL 3290 AND SENATE BILL 203
CURRENTLY PENDING BEFORE THE SOUTH CAROLINA GENERAL ASSEMBLY**

WHEREAS, Section 44-55-1210, Code of Laws of South Carolina 1976, as amended, states that “The governing body of any county may by ordinance or resolution provide that the county shall engage in the collection and disposal of solid waste.”; and

WHEREAS, Section 44-96-80, Code of Laws of South Carolina 1976, as amended, states that “The governing body of a county has the responsibility and authority to provide for the operation of solid waste management facilities to meet the needs of all incorporated or unincorporated areas of the county.”; and

WHEREAS, Oconee County provides a comprehensive solid waste management program to its citizens for the disposal of household waste, construction and demolition waste and electronics waste, has created a countywide solid waste management plan for the betterment and protection of Oconee County and its environmental health and of its citizens, and has developed its land use laws and zoning laws around, *inter alia*, the County’s comprehensive solid waste plan, all pursuant to, and as actually required by a prior mandate by the South Carolina General Assembly called the South Carolina Solid Waste Policy and Management Act; and

WHEREAS, to fulfill its legally required and legislatively mandated obligation under this mandate, as well as providing local guidance, by locally elected County officials for the health, welfare and benefit of the citizens of Oconee County, Oconee County has constructed and operates a landfill and 11 manned convenience centers for the benefit of Oconee County citizens at a cost in FY2012 of \$3,935,370; and

WHEREAS, House Bill 3290 [H.3290] and Senate Bill [S. 203], both currently proposed by and being considered by the South Carolina General Assembly, would, among many other effects that would be harmful to the people of Oconee County, prohibit a municipality or county from directing that solid waste or recyclables within its jurisdiction by disposed of at a particular landfill, and would invalidate any local ordinance, existing or proposed, which “impedes the development of public or private solid waste or recycling program regardless of location”, thereby apparently keeping local government, elected by local people to protect them as to local matters, out of regulating solid waste anywhere in the County; and

WHEREAS, Oconee County Council believes that the effect of H. 3290 and S. 203 would be to create conditions that diminish Oconee’s long-term investment in public solid waste, as well as the ability of Oconee County and its municipalities to provide the local control of the collection and disposal of solid waste, including as to location, which the citizens of Oconee County desire to be done locally; and

WHEREAS, Oconee County Council finds that passage of the proposed legislation would weaken Home Rule to the breaking point, and make it unfeasible for local government to provide and regulate mandated solid waste services (mandated by the same General Assembly that is now proposing legislation which would make it impossible to comply with that mandate), thereby, reducing accountability to local cities and counties and the people of Oconee County, and driving up costs of services:

NOW THEREFORE IT IS HEREBY RESOLVED BY OCONEE COUNTY, ACTING BY AND THROUGH THE OCONEE COUNTY COUNCIL, IN MEETING DULY ASSEMBLED, THAT Oconee County, on behalf of the people and environmental good of Oconee County, opposes the adoption of H. 3290 and S. 203 and requests that Senator Thomas Alexander, Representative Bill Sandifer and Representative Bill Whitmire, who comprise the Oconee County Delegation, take all necessary and appropriate action to protect the citizen of Oconee County and prevent passage of H. 3290 and S. 203 in the South Carolina General Assembly.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 7, 2013


ITEM TITLE:

Procurement #: ITB 12-12 Title: Food Items for Detention Center Department(s): Detention Center Amount: \$149,912.80

FINANCIAL IMPACT:



MULTI-TERM CONTRACTS: Term length: One Year with Four One-Year Renewals = Total Five Years
Requesting authorization for Administrator to renew agreements through contract term: Yes No

Finance Approval: 

BACKGROUND DESCRIPTION:

On April 11, 2013, formal sealed bids were opened for Food Items for the Detention Center. This bid consists of a list of 194 items consisting of frozen, canned and fresh food products, dairy products, and related food paper goods. Annual quantities are estimated. Six companies were originally notified of this bid opportunity and one company, US Foods, Ft. Mill Division, of Ft. Mill, SC, submitted the low bid of \$149,912.80. One bid was rejected because it was received late and all other bidders were contacted to see why they did not bid. Two bidders said they could not bid on 95% of all items and one bidder stated that they planned to bid, but could not meet our deadline.

SPECIAL CONSIDERATIONS OR CONCERNS

This contract will begin with the 2013-2014 fiscal year. US Foods has held this contract since August of 2003. The annual amount spent on food products will not exceed the approved budgetary amount.

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

Staff recommends award of ITB 12-12, Food Items for The Detention Center, to US Foods, Ft. Mill Division of Ft. Mill, SC, for the estimated annual amount of \$149,912.80. Staff also recommends that the County Administrator is authorized to renew this bid for an additional four years, as long as the amount does not exceed the annual amount budgeted for the Detention Center.

Submitted or Prepared By: 

Robyn Courtwright, Procurement Director

Approved for Submittal to Council: 

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

I hereby certify that to the best of my knowledge this tabulation of bids to be correct.

Robyn Courtright
Procurement Director

Bidders			US Foods, Ft. Mill Division				IHF	Jenmax Foods	Merchants Food Svc	Performance Foods/Miltos	SYSCO	
Address			Ft. Mill, SC				Hickory, NC	Oceanside, CA	Newberry, SC	Oakwood, GA	Columbia, SC	
Item #	Approx Qty	Description	Packing Size	Unit Price	Handling Fee %	Delivered Cost	Extended Price	NO BID	NO BID	NO BID	NO BID	Bid Rec'd Late
Frozen Juices, 4 oz concentrate												
1	26	lemonade	72/4 oz	9.55	7.00%	10.27	267.02					
2	26	apple	72/4 oz	10.52	7.00%	11.31	294.06					
3	26	orange	72/4 oz	11.10	7.00%	11.94	310.32					
4	26	cranberry	72/4 oz	9.90	7.00%	10.65	276.90					
5	75	grapefruit	4 oz or 6 oz	15.29	7.00%	16.44	1,233.00					
6	26	grape	70/4 oz	12.87	7.00%	13.84	359.84					
Canned Meat and Fish												
7	15	beef ravioli	6/#10 cans	25.28	7.00%	27.18	407.70					
8	4	salmon	24/14¾ oz cans	68.04	7.00%	73.16	292.64					
9	15	tuna	6/6½ oz cans	64.14	7.00%	68.97	1,034.55					
Frozen Meats												
10	20	turkey rolls	2/10#	39.80	7.00%	42.79	855.80					
11	100	turkey sausage patties 2 oz	10# 128-1.2 oz	29.80	7.00%	32.04	3,204.00					
12	3500	#'s ground beef 81/19% rolls	10# rolls	2.20	7.00%	2.36	8,260.00					
13	50	breaded chicken patties	10# 40-4 oz	23.50	7.00%	25.27	1,263.50					
14	15	chicken livers	30#/6-5#	19.60	7.00%	21.08	316.20					
15	100	turkey franks 10/1	10#	15.40	7.00%	16.56	1,656.00					
16	100	ground beef patties	20#/80-4 oz or 10#/40-4oz	54.00	7.00%	58.06	5,806.00					
17	50	turkey, whole	20# average	1.19	7.00%	1.28	64.00					
18	50	pork sausage link	10#/160-1 oz	22.70	7.00%	24.41	1,220.50					
19	75	fish breaded 3 oz squares	10#	26.37	7.00%	28.35	2,126.25					
20	300	#'s pork butts	20# average	0.87	7.00%	0.94	282.00					
21	35	chuckwagon, breaded, 4 oz.	10#	24.21	7.00%	26.03	911.05					
22	15	bacon	15#	24.00	7.00%	25.81	387.15					
23	50	turkey bologna, rolls	2/10#	1.40	7.00%	1.51	75.50					
24	20	turkey salami	20#	1.92	7.00%	2.06	41.20					
25	20	ham loaf turkey	10#/4x6	1.48	7.00%	1.59	31.80					
26	35	breaded pork patties	10#/40-4 oz	22.29	7.00%	23.97	838.95					
27	15	chicken leg quarters	40#	26.30	7.00%	28.28	424.20					
Canned Fruit, 6/#10 cans/case												
28	10	peaches, sliced		28.50	7.00%	30.65	306.50					
29	5	pineapple, sliced		26.53	7.00%	28.53	142.65					
30	5	apples, sliced		48.68	7.00%	52.34	261.70					

Bidders			US Foods, Ft. Mill Division				IHF	Jenmax Foods	Merchants Food Svc	Performance Foods/Milttons	SYSCO	
Address			Ft. Mill, SC				Hickory, NC	Oceanside, CA	Newberry, SC	Oakwood, GA	Columbia, SC	
Item #	Approx Qty	Description	Packing Size	Unit Price	Handling Fee %	Delivered Cost	Extended Price	NO BID	NO BID	NO BID	NO BID	Bid Rec'd Late
31	40	applesauce		36.37	7.00%	39.11	1,564.40					
32	10	mixed fruit		32.83	7.00%	35.30	353.01					
33	5	pears, sliced		29.75	7.00%	32.00	160.00					
Canned Vegetables, 6/#10 cans/case												
34	25	mixed vegetables		19.62	7.00%	21.10	527.50					
35	10	sweet green peas		25.66	7.00%	27.61	276.10					
36	40	green beans		23.80	7.00%	25.59	1,023.60					
37	5	yellow squash, cut		29.03	7.00%	31.22	156.10					
38	40	corn, whole kernel		25.03	7.00%	26.91	1,076.40					
39	10	corn, cream style		25.97	7.00%	27.92	279.20					
40	50	red kidney beans		23.45	7.00%	25.23	1,261.50					
41	50	vegetarian beans		22.41	7.00%	24.10	1,205.00					
42	25	diced potatoes		22.36	7.00%	24.04	601.00					
43	20	sliced potatoes		22.32	7.00%	24.00	480.00					
44	5	potatoes, instant		40.50	7.00%	43.55	217.75					
45	15	collard greens, chopped		18.72	7.00%	20.13	301.95					
46	10	green beans w/ ham		23.89	7.00%	25.68	256.90					
47	10	tomatoes, peeled		16.39	7.00%	17.62	176.20					
48	10	tomato puree		17.51	7.00%	18.63	188.30					
49	15	tomato ketchup		19.19	7.00%	20.63	309.45					
50	10	beets, diced		27.18	7.00%	29.23	292.30					
51	15	spinach		20.47	7.00%	22.01	330.15					
52	5	sauerkraut, shredded		29.31	7.00%	31.52	157.60					
53	20	crowder peas		22.01	7.00%	23.67	473.40					
54	20	spaghetti sauce		22.21	7.00%	23.88	477.60					
55	5	mushroom pieces		47.33	7.00%	50.69	254.45					
56	15	tomato sauce		17.48	7.00%	18.60	282.00					
57	30	carrots, cut		16.32	7.00%	19.70	591.00					
58	5	black beans		23.60	7.00%	25.59	127.95					
59	40	red beans		21.31	7.00%	22.91	916.40					
60	10	sweet potatoes (yams)		28.06	7.00%	30.17	301.70					
61	40	tomatoes, diced		19.00	7.00%	20.43	817.20					
Fresh Dairy Products												
62	35	cheese, sub American, sliced	160 ct.	38.66	7.00%	41.78	1,462.30					
63	150	margarine	30x1#	19.21	7.00%	20.66	3,099.00					
64	15	sour cream	5#tub	13.22	7.00%	14.22	213.30					
65	500	gal buttermilk	1/2 gal or 1 gal	3.28	7.00%	3.51	1,755.00					
66	900	gal whole milk	1 gallon	3.65	7.00%	4.14	3,726.00					
67	400	cs whole milk	48 - 1/2 pt.	13.09	7.00%	14.08	5,632.00					
Gelatins, Toppings and Puddings												

Bidders			US Foods, Ft. Mill Division					IHF	Jenmax Foods	Merchants Food Svc	Performance Foods/Miltoms	SYSCO
Address			Ft. Mill, SC					Hickory, NC	Oceanside, CA	Newberry, SC	Oakwood, GA	Columbia, SC
Item #	Approx Qty	Description	Packing Size	Unit Price	Handling Fee %	Delivered Cost	Extended Price	NO BID	NO BID	NO BID	NO BID	Bid Rec'd Late
68	5	butterscotch pudding	6#10 cans	24.12	7.00%	25.94	129.70					
69	10	chocolate pudding	6#10 cans	23.85	7.00%	25.65	256.50					
70	10	vanilla pudding	6#10 cans	23.62	7.00%	25.61	256.10					
71	10	red jello, assorted	12/24 oz packs	27.56	7.00%	29.63	296.30					
72	5	tapioca pudding	6#10 cans	25.92	7.00%	27.87	139.35					
73	10	banana pudding	6#10 cans	24.13	7.00%	25.95	259.50					
Frozen Vegetables							-					
74	10	broccoli, chopped	30#	23.67	7.00%	25.45	254.50					
75	10	plain okra	20#	15.14	7.00%	16.26	162.60					
76	10	cauliflower, chopped	20#	26.07	7.00%	28.03	280.30					
77	10	lima beans	20#	22.52	7.00%	24.22	242.20					
78	15	breaded okra	20#	18.09	7.00%	19.45	291.75					
79	25	mixed vegetables, 4-way	20#	16.37	7.00%	17.60	440.00					
80	5	squash	20#	20.44	7.00%	21.96	109.80					
81	20	French fries, 3/8" straight	30#	18.29	7.00%	19.67	393.40					
82	10	corn	20#	18.54	7.00%	19.94	199.40					
83	15	later lots	30#	25.60	7.00%	27.53	412.95					
Baking Products							-					
84	250	sugar, bulk	50# bag	22.84	7.00%	24.56	6,140.00					
85	5	pancake mix, bag or box	30#/6-5#	32.42	7.00%	34.86	174.30					
86	15	flour, plain	25#	7.69	7.00%	8.27	124.05					
87	260	flour, self-rising	25#	7.93	7.00%	8.53	2,217.80					
88	115	cornmeal, self-rising	25#	10.15	7.00%	10.91	1,254.65					
89	60	sugar, individual packs	2000 count	11.41	7.00%	12.27	736.20					
90	25	powdered sugar	50#	30.62	7.00%	32.92	823.00					
91	5	brown gravy mix	8/1#	19.20	7.00%	20.64	103.20					
92	10	brown sugar	50#	31.01	7.00%	33.34	333.40					
93	5	pork gravy mix	8/1#	19.15	7.00%	20.59	102.95					
94	5	chicken gravy mix	8/1#	24.93	7.00%	26.61	134.05					
95	5	chicken base	12/1#	20.43	7.00%	21.97	109.85					
96	5	beef base	12/1#	20.78	7.00%	22.34	111.70					
97	30	creamer packs	2000 count	33.18	7.00%	35.58	1,070.40					
98	5	chocolate chips	25#	40.45	7.00%	43.49	217.45					
99	5	marshmallows	12/1#	16.63	7.00%	18.10	90.50					
100	5	raisins	30#	42.91	7.00%	46.14	230.70					
Rice, Noodles and Beans							-					
101	20	blackeyed peas	20#	23.62	7.00%	25.61	512.20					
102	20	lima beans	20#	22.52	7.00%	24.22	484.40					
103	20	great northern beans	20#	20.97	7.00%	22.55	451.00					
104	20	pinto beans	50#	30.43	7.00%	32.72	654.40					

Bidders			US Foods, Ft. Mill Division				IHF	Jenmax Foods	Merchants Food Svc	Performance Foods/Miltons	SYSCO
Address			Ft. Mill, SC				Hickory, NC	Oceanside, CA	Newberry, SC	Oakwood, GA	Columbia, SC
Item #	Approx Qty	Description	Packing Size	Unit Price	Handling Fee %	Delivered Cost	Extended Price	NO BID	NO BID	NO BID	Bid Rec'd Late
105	30	rice (parboiled)	25#	12.38	7.00%	13.31	399.30				
106	15	spaghetti	20#	16.40	7.00%	17.63	264.45				
107	45	macaroni	20#	16.40	7.00%	17.63	793.35				
108	10	egg noodles	10#	11.09	7.00%	11.92	119.20				
109	20	red beans	20#	22.81	7.00%	24.53	490.60				
110	10	zill	20#	20.38	7.00%	21.91	219.10				
Soups, 12/50 oz							-				
111	5	cream of broccoli		50.18	7.00%	53.94	265.70				
112	10	vegetable		42.38	7.00%	45.55	455.50				
113	5	cream of potato		42.72	7.00%	45.94	229.70				
114	5	tomato		29.28	7.00%	31.48	157.40				
115	5	bean with bacon		41.52	7.00%	44.65	223.25				
116	10	chicken noodle		34.92	7.00%	37.55	375.50				
117	15	cream of mushroom		38.52	7.00%	41.42	621.30				
Condiments, Dressings, Sauces, Jelly							-				
118	10	apple butter	6/#10 cans	44.05	7.00%	47.38	473.80				
119	10	apple jelly	6/#10 cans	42.63	7.00%	45.84	458.40				
120	10	grape jelly	6/#10 cans	37.87	7.00%	40.72	407.20				
121	20	peanut butter	6/#10 cans or 6/5#	54.71	7.00%	58.83	1,176.60				
122	75	mayonnaise	4/1 gal	24.89	7.00%	26.76	2,007.00				
123	5	mustard	4/1 gal	11.81	7.00%	12.70	63.50				
124	5	blue cheese dressing mix	18/3.2 oz	30.97	7.00%	33.30	166.50				
125	5	Ranch dressing mix, 1=1 gal	18/3.2 oz	29.29	7.00%	31.49	157.45				
126	10	syrup, pancake and waffle	4/1 gal	22.19	7.00%	23.86	238.60				
127	10	mayonnaise, individual packs	200 count	27.14	7.00%	29.18	291.80				
128	5	Texas Pete hot sauce	24/6 oz	15.36	7.00%	16.52	82.60				
Spices							-				
129	5	pimentos	12/28 oz	32.86	7.00%	35.33	176.65				
130	5	chili powder	6#	22.53	7.00%	24.23	121.15				
131	2	cinnamon	6/1#	4.54	7.00%	4.99	9.98				
132	5	vanilla flavoring	4/1 gal	9.28	7.00%	9.98	49.90				
133	10	garlic powder	16 oz	5.23	7.00%	5.62	56.20				
134	10	garlic salt	38 oz	6.57	7.00%	7.06	70.60				
135	5	lemon pepper	28 oz	9.50	7.00%	10.22	51.10				
136	2	oregano	11 oz	7.54	7.00%	8.11	16.22				
137	10	black pepper	5#	32.93	7.00%	35.41	354.10				
138	5	onion powder	20 oz	5.55	7.00%	5.97	29.85				
139	10	salt	25#	3.50	7.00%	3.76	37.60				
140	2	worcestershire sauce	4/1 gal	17.00	7.00%	18.28	36.56				
141	2	soy sauce	4/1 gal	17.00	7.00%	18.28	36.56				

Bidders			US Foods, Ft. Mill Division					IHF	Jenmax Foods	Merchants Food Svc	Performance Foods/Miltions	SYSCO
Address			Ft. Mill, SC					Hickory, NC	Oceanside, CA	Newberry, SC	Oakwood, GA	Columbia, SC
Item #	Approx Qty	Description	Packing Size	Unit Price	Handling Fee %	Delivered Cost	Extended Price	NO BID	NO BID	NO BID	NO BID	Bid Rec'd Late
142	5	poultry seasoning	10 oz	7.89	7.00%	6.48	42.40					
143	5	seasoning salt	5#	10.54	7.00%	11.33	56.65					
144	10	cocoa	5#	19.41	7.00%	20.87	208.70					
145	2	corn starch	24/1#	16.84	7.00%	16.11	36.22					
146	2	Italian seasoning	28 oz	21.28	7.00%	22.68	45.76					
147	5	vinegar	4/1 gal	10.19	7.00%	10.96	54.80					
148	5	sweet relish	4/1 gal	23.12	7.00%	24.86	124.30					
Cereals, case, specify size							-					
149	35	raisin bran, bulk		29.12	7.00%	31.31	1,095.85					
150	35	corn flakes, bulk		14.64	7.00%	15.74	550.90					
151	35	frosted flakes, bulk		25.80	7.00%	27.85	974.75					
152	20	oatmeal	12/42 oz	30.00	7.00%	32.26	645.20					
153	40	grits	6/5#	18.85	7.00%	20.27	810.80					
Coffee, Tea							-					
154	11,000	Maxwell House coffee	1.25 oz pack	0.45	7.00%	0.48	5,280.00					
155	40	tea bags	96/1 oz	13.25	7.00%	14.25	570.00					
Miscellaneous							-					
156	10	cheese sauce	bag or 6/#10 can	31.65	7.00%	34.03	340.30					
157	100	vanilla wafers, case, specify size	12/1#	10.43	7.00%	11.22	1,122.00					
158	150	saltines	500/2pk	12.53	7.00%	13.47	2,020.50					
159	50	Gatorade, orange	24/11.5 oz	9.54	7.00%	10.26	513.00					
160	50	Gatorade, lemon lime	24/11.5 oz	9.54	7.00%	10.26	513.00					
161	50	Gatorade, fruit punch	24/11.5 oz	9.54	7.00%	10.26	513.00					
162	5	shortening, solid	12/3# of 30/24 oz	31.44	7.00%	33.81	169.05					
163	50	shortening, clear vegetable, liquid	35 lb	24.10	7.00%	25.91	1,295.50					
164	150	Florida natural juice	24/12 oz	10.58	7.00%	11.38	1,707.00					
165	100	water	24/16 oz	3.75	7.00%	4.03	403.00					
166	100	potato chips	6/1# bags	11.56	7.00%	12.43	1,243.00					
Related Products							-					
167	10	Spic & Span w/ bleach	45/2-2oz packs	24.30	8.00%	26.41	264.10					
168	5	brown paper bags, 6 lb	500 count	26.14	8.00%	28.41	142.05					
169	15	plastic wrap, heavy duty, 18" x 20'	each	13.39	8.00%	14.55	218.25					
170	5	plastic wrap, heavy duty, 12" x 20'	each	19.28	8.00%	20.96	104.80					
171	5	aluminum foil, heavy duty, 18" x 5'	each	36.23	8.00%	39.38	196.90					
172	1000	bleach	6/1 gal	1.47	8.00%	1.60	1,600.00					
173	15	sanitize tablets	6/150	24.64	8.00%	26.78	401.70					
174	60	Fryer Boilout	pack	37.87	8.00%	41.16	2,469.60					
175	10	cups, styrofoam, 12 oz.	500 count	21.47	8.00%	23.34	233.40					
176	5	paper plates, 9"	1000 count	28.63	8.00%	28.95	144.75					
177	2	trays, styrofoam, 3-compartment	500 count	14.49	8.00%	15.75	31.50					

Bidders			US Foods, Ft. Mill Division					IHF	Jenmax Foods	Merchants Food Svc	Performance Foods/Miltons	SYSCO
Address			Ft. Mill, SC					Hickory, NC	Oceanside, CA	Newberry, SC	Oakwood, GA	Columbia, SC
Item #	Approx Qty	Description	Packing Size	Unit Price	Handling Fee %	Delivered Cost	Extended Price	NO BID	NO BID	NO BID	NO BID	Bid Rec'd Late
178	2	cake tray, styrofoam, 4"	500 count	27.11	6.00%	29.47	58.94					
Fresh Produce and Eggs												
179	30	tomatoes, 6 x 6	20#/25#	20.68	10.00%	22.98	689.40					
180	100	bananas	40#	18.13	10.00%	20.14	2,014.00					
181	40	lettuce, salad mix	4/5#	15.45	10.00%	17.17	686.80					
182	70	cabbage	50#	14.25	10.00%	15.83	1,108.10					
183	10	celery	36 count case	31.34	10.00%	34.82	348.20					
184	10	carrots	50#	15.90	10.00%	17.67	176.70					
185	25	potatoes, baking	80 to 90 count	12.59	10.00%	13.98	349.75					
186	40	onions	50#	19.18	10.00%	21.31	852.40					
187	100	honeydews	6-8 count	16.14	10.00%	17.93	1,793.00					
188	10	apples	88 count	31.03	10.00%	34.44	344.40					
189	15	oranges	90 count	22.60	10.00%	25.11	376.65					
190	15	broccoli	20#	\$20.15	10.00%	22.36	335.85					
191	250	eggs	30 doz	\$35.37	10.00%	39.30	9,825.00					
192	2	squash	20#	\$28.05	10.00%	31.17	62.34					
193	25	bell peppers	30#	\$15.43	10.00%	17.14	428.50					
194	10	strawberries	8/1 pints	\$15.35	10.00%	17.06	170.60					

Sub Total \$141,427.17
 Sale tax (5%) \$8,485.63
 Grand Total \$149,912.80



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbeil	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	VACANT	Edward Perry [1]	Dan Schmeidt [2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	Al Robinson [1]	Barbara Waters [2]	H. Richardson [2]	Bess Ciupak [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marty McKee [<2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [1]	Glenn Buddin [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	VACANT	Hank Field [3]	Sam Dickson [3]	Gene Blair [2]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B Hetherington [1], H McPheeters [1], A Champion [1], P Taylor [1]				Martin Adelberg [1], William Caster [1], Sally Long [1]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Helier	Bradley Hancox	William Gister	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ Lg	NO	3X	1 yr	May 2013	Council Representative Pcorbeil [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]					Randy Abbott [1]	David Mead [3]
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING] = reappointment requested - questionnaire on file

Denotes individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Amsden, Gregory	1						x			May 2012
Bush, Lauraleigh	1						x			January 2013
Hehir, Michael	1	Yes					x			December 2012
Jacobson, Maria	1							x		January 2013
McMahan, Marie	1							x		December 2012
Mouw, James W.	1			x	x	x	x			November 2012
Phyllis, Darren	1					x	x		x	December 2012
Soper, Phillip	1						x			May 2012
Bryant, David	2			x		x	x			April 2013
Graham, William	2	Yes				x	x			May 2012
King, Stanley	2	Yes				x	x			January 2013
Martin, Lisa	2							x		January 2013
Miller, Thelma	2						x			October 2012
Mize, Roger	2		Yes			AERO				December 2012
Moss, Luther	2						x	x	x	May 2012
Nichols, Berry **	2	Yes	Yes	x	x	BZA	x	x	x	May 2012
Richards, Charles	2						x			January 2013
Workman, Neal	2					x				October 2012
DuBose, Bob	3		Yes			BLDG				December 2012
Gilster, William A.	3		Yes				PLAN			October 2012
Horton, Laurel	3							x		January 2013
Littlefield, Gary	3		Yes			BZA				May 2012
Bayliss, Brian	4					x	x			August 2012
Bayliss, Peggy	4	Yes					x			May 2012
Dunn, Kenneth	4					x				May 2012
Sanders, Jenny	4						x			June 2012
Carr, Deboarh	5							x	x	January 2013
McPhetters, Glen	5					x	x			December 2012

Mr. Mize submitted a questionnaire for reappointment to the Aeroautics Commission **HOWEVER** he is not eligible to serve a third term on this Commission.

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board **HOWEVER** he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

Areas of Interest [please check one or more]	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee